

# General Sales and Delivery Terms

## 1. APPLICATION

1.1. CONDAIR's product shall be delivered in accordance with the terms below, unless these terms are deviated from in a written agreement between CONDAIR and the CUSTOMER. CONDAIR's product is supplied for business purposes only.

## 2. ENTERING INTO AN AGREEMENT

2.1. The Customer's orders, changes and additions are only binding for CONDAIR when the Customer has received a written order confirmation. Subject to availability.

2.2. CONDAIR only offers advice to the Customer in connection with the sale of CONDAIR's products.

## 3. DELIVERY, DELIVERY TIME

3.1. If a delivery clause has been agreed, this shall be interpreted in accordance with the INCOTERMS in force when the agreement was entered into. If no separate delivery clause has been agreed, then delivery shall be considered complete "Ex Works".

3.2. CONDAIR may demand postponement of the delivery time in the following cases:

- When the Customer requests a change in the order.
- In case of delays with deliveries or work carried out by the Customer or by a third party on behalf of the Customer.
- In case of force majeure (matters outside CONDAIR's control).

## 4. RETENTION OF OWNERSHIP

4.1. With the limitations imposed by mandatory rules of law, ownership of the products shall only be transferred to the Customer once CONDAIR has received full payment of the entire purchase sum plus any additional costs incurred by the Customer. When the sold item is altered or processed, retention of ownership shall be maintained such that it covers the altered or processed item to an extent corresponding to the value of the item when it was sold.

## 5. PRICE, PRICE CHANGES AND PAYMENT

5.1. CONDAIR'S prices and payment terms shall conform to the price list which is valid at any given time.

5.2. We reserve the right to increase offer prices, both before and after acceptance but prior to payment, due to changes in prices of materials, supplier prices, public levies and freight rates, salaries, currency fluctuations, etc.

5.3. The customer is not entitled to deduct or withhold any part of the payment due to counterclaims, unless this is confirmed in writing by CONDAIR or the Customer simultaneously offers satisfactory security for the payment of the purchase price once any dispute concerning the counterclaim has been resolved.

5.4. All prices are exclusive of VAT, other taxes or levies.

## 6. COMPENSATION AND LIMITATION OF LIABILITY

6.1. In case of a breach of contract on the part of CONDAIR, the Customer may demand compensation for direct damages resulting from the breach. CONDAIR cannot be held liable for the Customer's operating losses, loss of profits or other indirect losses resulting from delayed delivery or defects with

the product. Nor can CONDAIR be held liable for claims exceeding the invoice amount, exclusive of VAT.

6.2. If, as part of the performance of the task, CONDAIR delivered or was referred to products by the Customer which were produced or developed by other parties than CONDAIR, CONDAIR shall not incur any liability whatsoever that extends beyond the amount CONDAIR can claim from the supplier of the respective products. Under no circumstances shall CONDAIR be liable for advice, dimensioning or other project planning carried out by the Customer or a third party.

6.3. CONDAIR shall not be held liable for defects resulting from unpacking, lack of compliance with operating instructions, including but not limited to incorrect use, exposure to mechanical effects and stress, lack of compliance with limit values for temperature, voltage, incorrect operation, lack of preventive or improper maintenance, replacements using non-original components, the customer's own changes to the installation or due to external matters that cannot be attributed to CONDAIR or CONDAIR's installation.

6.4. In case of delays, CONDAIR's liability shall be limited such that CONDAIR's total liability for daily fines and compensation claims cannot exceed an amount corresponding to 10% of the invoice amount.

6.5. CONDAIR has the right/duty to remedy all defects and deficiencies providing that the remedy is feasible and can take place without significant drawbacks for the Customer.

6.6. The Customer loses the right to compensation if such claims are not submitted in writing within 7 days of the time when the defect was realised, though no later than one year from the time of delivery.

## **7. PRODUCT LIABILITY**

7.1 If the products delivered by CONDAIR cause damage/injury to the Customer's or a third party's objects or person, CONDAIR shall, subject to the limitation stipulated in section 6, compensate the Customer for its loss, including to indemnify the Customer from any claims from injured third parties against the Customer, even if the damage/injury is not caused by neglect on the part of CONDAIR or any person for whom CONDAIR is liable.

7.2 Regardless of what has been stipulated in subsection 7.1, CONDAIR can, however, not be held liable for damage to objects designed for commercial use, and similarly, CONDAIR may never be held liable for operating losses, loss of profits, consequential damages or indirect damages on the part of the Customer or a third party resulting from a defect in the delivered product.

7.3. If the Customer due to neglect has contributed towards the damage/injury caused by the product or if the Customer has not taken reasonable measures to limit the propagation of the damage/injury, CONDAIR may, however, demand that the Customer pay a suitable part of the compensation in proportion to the Customer's conduct.

## **8. APPLICABLE LAW AND VENUE**

8.1. Any dispute between the parties shall be settled by the ordinary courts in Denmark and be subject to Danish law, though with the exception of the rule on applicable law in international sale of goods (CISG).