

General Terms and Conditions for Sale and Delivery

1. Preamble

- 1.1 These General Terms and Conditions for Sale and Delivery ("General Conditions") shall apply to all deliveries of products and services provided by ELEKTROSERVICE.DK A/S ("ELEKTROSERVICE.DK") unless otherwise confirmed in writing by ELEKTROSERVICE.DK. This applies regardless of anything Purchaser may have stated in an order or confirmation or elsewhere.
- 1.2 No failure on the part of ELEKTROSERVICE.DK to respond to communications from Purchaser may be regarded as a waiver of these General conditions.
- 1.3 These General Conditions can only be modified with written acceptance from ELEKTROSERVICE.DK.
- 1.4 Works relating to ELEKTROSERVICE.DK's supply, delivery and/or installation of a mechanical, electrical, or electronic product will in these General Conditions be referred to as "Product". The contractual relationship between the parties for such works will be regulated by "Orgalime SI2014 - General Conditions for the Supply and installation of Mechanical, Electrical and Electronic Products" with the alterations and additions stated below which take precedence.
- 1.5 Works relating to ELEKTROSERVICE.DK's commitment to carry out works with or without the use of spare parts or consumable materials, which generally does not result in the creation of new things or machinery, at the Purchaser's premises and for a remuneration based on time or for a lump sum will in these General Conditions be referred to as "Services".

2. Offer and price

- 2.1 An offer shall be valid for 30 days from the date of making such offer, unless otherwise stated in the quotation.
- 2.2 All prices for Products and Services are in DKK and are exclusive of VAT and all taxes and fees. Reservations are made as to price increases on the part of sub-suppliers and as to alterations in public duties, customs tariff rates, exchange rates, raw material prices, freight charges or similar situations, where ELEKTROSERVICE.DK has limited or no control. The same reservations shall also apply to agreements with fixed prices.
- 2.3 Prices stated in a price list may be altered without prior notice.
- 2.4 For orders where the net amount exclusive of taxes and fees is below DKK 1,000.00, a handling fee of DKK 500.00 is charged.
- 2.5 Offers made shall not be binding on ELEKTROSERVICE.DK until ELEKTROSERVICE.DK has accepted the order in writing (by e-mail or other written communication agreed by the parties).
- 2.6 Delivery of Products or Services only covers what is specified in the offer or order confirmation made by ELEKTROSERVICE.DK. Purchaser shall be solely liable for the specification in the offer or order confirmation fulfilling Purchaser's requirements.

3. Delivery

- 3.1 Unless any other terms of delivery of Products have been agreed, delivery shall be from ELEKTROSERVICE.DK's premises in standard packing according to the EXW Incoterms 2020. The risk of loss or of damage to the Products passes to the Purchaser at the time when the Products are made available to the Purchaser at ELEKTROSERVICE.DK's premises and ELEKTROSERVICE.DK has given notice to the Purchaser hereof.
- 3.2 Unless any other terms of delivery of Services have been agreed, delivery shall take place at the designated place of ELEKTROSERVICE.DK or any other place agreed between the parties in writing.
- 3.3 ELEKTROSERVICE.DK may at its own option effect part delivery of Products and invoice Purchaser accordingly.
- 3.4 If agreed that ELEKTROSERVICE.DK handles shipment of Products the Purchaser shall bear all freight costs, insurance costs, and any additional costs in this respect.
- 3.5 Only subject to prior agreement as to terms, unused and undamaged Products may be returned if still in original packing against partial repayment.
- 3.6 No times of delivery are binding and under no circumstances shall any damages be paid for loss or damage as a result of delayed delivery.
- 3.7 If ELEKTROSERVICE.DK has made late delivery and ELEKTROSERVICE.DK have separately and in writing agreed to liquidated damages, regardless of clause 3.6, such liquidated damages are ELEKTROSERVICE.DK's sole liability in relation to delays apart from Purchaser being entitled to terminate the agreement should Purchaser be entitled to maximum liquidated damages. The parties agree that these damages are an estimate of costs Purchaser would have to pay due to ELEKTROSERVICE.DK's delay. Therefore, Purchaser is not entitled any other compensation apart from the damages. The liquidated damages shall only become due at the Purchaser's written demand to ELEKTROSERVICE.DK and notice hereof must be given without undue delay. If Purchaser does not claim liquidated damages within 3 months after the end of the delay, Purchaser is barred from claiming liquidated damages.

- 3.8 Is the delivery deferred or can the delivery of Products or Services not be executed due to circumstances of the Purchaser, Purchaser shall indemnify ELEKTROSERVICE.DK for any costs and losses caused in this connection.
- 3.9 If the Purchaser fails to take delivery of the Products or Services or fails to give ELEKTROSERVICE.DK adequate delivery instructions at the time stated for delivery for any cause within the Purchaser's reasonable control then, without prejudice to any other right or remedy available to ELEKTROSERVICE.DK, ELEKTROSERVICE.DK may: i) store the Product until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage or ii) sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Purchaser for the excess over the price under the agreement or charge for any shortfall below the price under the agreement, or (iii) charge Purchaser all reasonable costs in respect of the delay in delivery of Services.
- 3.10 Should the Purchaser fail to remedy his default of delay within a reasonable time set by ELEKTROSERVICE.DK, ELEKTROSERVICE.DK is entitled to terminate the agreement with prior notice to Purchaser. The Purchaser shall indemnify ELEKTROSERVICE.DK for any costs and losses caused by such termination.

4. Payment

- 4.1 The terms of payment are netto 30 days. Is payment not effected when due ELEKTROSERVICE.DK is, after having notified the Purchaser in writing, entitled to suspend its obligations until payment is received or terminate the agreement. Purchaser shall indemnify ELEKTROSERVICE.DK for any costs and losses in both instances. Lack of payment means that ELEKTROSERVICE.DK's liability for defects or warranty is annulled.
- 4.2 Compensation fees and interests will be charged according to the Danish Interest Rate Act as from the date on which payment was due.
- 4.3 Purchaser shall not be entitled to retain any payment on the basis of any counterclaim that has not been accepted by ELEKTROSERVICE.DK.
- 4.4 Products shall remain the property of ELEKTROSERVICE.DK until the full purchase price and all incurred costs have been paid to ELEKTROSERVICE.DK.

5. Property right and intellectual property rights

- 5.1 Sale of Products does not entail any transfer of intellectual property rights or know-how developed and supplied by ELEKTROSERVICE.DK. All drawings, models, manuals, and other technical documents concerning the Product remain the property of ELEKTROSERVICE.DK. Such material shall not in any way be misused, copied or passed on to any third party and shall be returned to ELEKTROSERVICE.DK if the offer made is not accepted.

7. Purchaser's obligations

- 7.1 Purchaser is obliged to comply with all demands made by ELEKTROSERVICE.DK whether these are made in the offer, the documentation, service reports or elsewhere.
- 7.2 To the extent that ELEKTROSERVICE.DK shall deliver Services or deliver Products including installation at Purchaser's premises the following shall apply.
 - a) Purchaser shall ensure that all applicable law as regards to working conditions and working environment are met, and that ELEKTROSERVICE.DK's personnel are able to commence work in accordance with the agreed time schedule and to work during normal working hours (Monday till Friday between 7 am and 3 pm). Provided that the Purchaser has been given notice in writing in reasonable time, work may be performed outside normal working hours to the extent deemed necessary by ELEKTROSERVICE.DK.
 - b) The Purchaser shall in good time inform ELEKTROSERVICE.DK of all relevant safety regulations in force at the place where the work is to be performed. No work will be carried out in unhealthy or dangerous surroundings. All necessary safety and precautionary measures shall have been taken before installation or Services is started and shall be maintained. The Purchaser shall hold all costs related to any safety courses or training necessary for ELEKTROSERVICE.DK to perform the installation or Services.
 - c) The Purchaser shall make available to ELEKTROSERVICE.DK free of charge and at the proper time all necessary cranes, lifting equipment etc. which ELEKTROSERVICE.DK requires in reasonable time before the agreed date for starting the installation or Services.
 - d) The Purchaser shall make available to ELEKTROSERVICE.DK's personnel free of charge satisfactory storage, wardrobe, toilet, washing and dining facilities at or near the place where the installation or Services is to be carried out.
 - e) The Purchaser shall ensure that the transport and access roads to the place of execution of the installation or Services are in a usable condition, and that ELEKTROSERVICE.DK has access to the place of the execution of the installation or Services.
 - f) The Purchaser is obliged to supply electricity (including an appropriate connection to the place of execution of the installation or Services), heating, lighting, lubricants, fuel, water and other mediums required to execute the installation or Services.



7.3 If the requirements in clause 7.2 are not met, the Purchaser will be liable for all costs held by ELEKTROSERVICE.DK in this respect, including but not limited to any delay, tests, and remedy of defects.

8. Force Majeure

- 8.1 ELEKTROSERVICE.DK accepts no liability for delay in performing or for failure to perform its obligations if the delay or failure results from any unforeseeable cause beyond ELEKTROSERVICE.DK's reasonable control ("Force Majeure").
- 8.2 The following shall, without limitation, be regarded as causes beyond ELEKTROSERVICE.DK's reasonable control: (i) Outbreak of hostilities, riot, civil disturbance, acts of terrorism (ii) the act of any government or authority (including refusal or revocation of any licence or consent) (iii) fire, explosion, flood, storm, earthquake, volcanic eruption, natural disasters (iv) epidemic, pandemic, international or national health emergency.
- 8.3 If Force Majeure causes a delay in the time for the performance of ELEKTROSERVICE.DK, the period of time for performance will be extended by a period equal to the delay. If the delay continues for a period in excess of 3 months either party has the right to terminate the agreement.
- 8.4 The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstances. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.
- 8.5 Should one party terminate the agreement due to Force Majeure Purchaser is obliged to pay ELEKTROSERVICE.DK for production of ordered products, work carried out, securing and protecting the Products, etc., and the reasonable costs which may be incurred before and during the Force Majeure period.

9. Defects

- 9.1 Clauses 55-71 of Orgalime SI2014 shall apply to any defect or nonconformity of the Products or Services provided by ELEKTROSERVICE.DK with the alterations and additions mentioned in this clause 10.
- 9.2 The Purchaser shall immediately upon receipt of the Products conduct such examination of the Products which proper business purposes demands. If the delivery is insufficient or inadequate, the Purchaser shall immediately and no later than 3 days from receipt of the delivery notify ELEKTROSERVICE.DK in writing describing the insufficiency. Otherwise, Purchaser is prevented from claiming such defect against ELEKTROSERVICE.DK. Transport damages and other visible damages shall in any case be stated by Purchaser on the delivery note upon receipt of the Products.
- 9.3 If the Purchaser later becomes aware of defects of the Products which despite careful examination could not be found upon delivery, the Purchaser shall immediately notify ELEKTROSERVICE.DK in writing including a description of the defects.
- 9.4 For any defects in Services the Purchaser shall immediately notify ELEKTROSERVICE.DK in writing after the defect could have been discovered. The notification shall include a description of the defect and specification of how the defect is shown.
- 9.5 If the Purchaser does not immediately notify ELEKTROSERVICE.DK as stated in clause 10.2-10.4, the Purchaser is barred from raising any claims against ELEKTROSERVICE.DK for the defects or insufficiency in question.
- 9.6 ELEKTROSERVICE.DK's liability for defects of Products shall in any case be limited to a period of 12 (twelve) months from delivery according to clause 3.1 of these General Conditions. However, the liability period for Products used in 24-hour cycles is reduced to 6 (six) months from delivery. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.
- 9.7 For returned, replaced or repaired parts, ELEKTROSERVICE.DK's liability for defects applies for 12 (twelve) months from the date of the compensating delivery, replacement or repair, not exceeding 24 (twenty-four) months from the original delivery date.
- 9.8 ELEKTROSERVICE.DK's liability for defects of Services shall in any case be limited to a period of 12 (twelve) months from the completion of the Services.
- 9.9 Any claim according to clause 68 and 69 of Orgalime SI2014 cannot in total exceed 15% of the price stated in the offer/order confirmation.
- 9.10 Regardless of whether software constitutes an integral part of a Product, forms part of another delivery or is supplied as a separate delivery, ELEKTROSERVICE.DK shall not be liable for such software meeting Purchaser's specific or general requirements or for the use hereof being faultless or without disruption. ELEKTROSERVICE.DK's liability for defects in software shall be limited to remedy or replacement delivery at ELEKTROSERVICE.DK's option.

9.11 ELEKTROSERVICE.DK's liability for defects shall not include errors or defects in the products or software of others where such products or software forms part of the products supplied. ELEKTROSERVICE.DK undertakes only to send on complaints to the supplier hereof.

9.12 If the delivery of Products has been altered or if servicing hereof has been attempted by others than ELEKTROSERVICE.DK or a repairer appointed by ELEKTROSERVICE.DK, ELEKTROSERVICE.DK may refuse to remedy free of charge, and ELEKTROSERVICE.DK's liability for defects is annulled.

10. Commercial and product liability

- 10.1 Purchaser shall indemnify ELEKTROSERVICE.DK to the extent that ELEKTROSERVICE.DK incurs liability towards any third party in respect of any damage or loss for which ELEKTROSERVICE.DK is not liable towards Purchaser according to clauses a) and b) below.
- 10.2 ELEKTROSERVICE.DK shall not be liable for any damage caused by the products supplied:
- to movable or immovable property where such damage occurs while the products supplied are in the possession of Purchaser;
 - to products manufactured by Purchaser or to products of which Purchaser's products constitute a part, or damage to movable or immovable property where the damage is caused by such products as a result of the products supplied.
- 10.3 The said limitations in ELEKTROSERVICE.DK's liability shall not apply in the event of gross negligence or wilful misconduct on the part of ELEKTROSERVICE.DK.
- 10.4 If ELEKTROSERVICE.DK shall indemnify Purchaser for claims from third parties, Purchaser is obliged to notify ELEKTROSERVICE.DK in writing no later than 14 days after receipt of the claim. Should Purchaser not comply with this, Purchaser forfeits the right to claim indemnification of ELEKTROSERVICE.DK.

11. Limitation of liability

- 11.1 ELEKTROSERVICE.DK accepts no liability whether in contract, tort (including negligence) or otherwise for any of the following losses or damage on the part of Purchaser and any subsequent resellers, including, but not limited to: (i) loss of profits arising either directly or indirectly (ii) loss of business or of revenues arising either directly or indirectly (iii) Any losses, damages, costs or expenses to the extent that these are indirect losses, including but not limited to interest, loss of use, loss of data and the like, cost of capital, loss due to pollution, costs or liability in connection with interruption of operations, power failure and costs for replacement power.
- 11.2 ELEKTROSERVICE.DK's total liability in respect of all claims whether arising from breach of contract, in tort (including negligence) or otherwise shall not exceed the total amount invoiced by ELEKTROSERVICE.DK to the Purchaser. If ELEKTROSERVICE.DK has performed work related to Products or Services which has not yet been invoiced the order price will constitute the maximum cap of liability.

12. Severance

- 12.1 If any provision of these General Conditions is held to be invalid or unenforceable in whole or in part the validity of the other provisions of these General Conditions and the remainder of the provision in question shall not be affected.

13. Governing law and jurisdiction

- 13.1 Any disputes between the parties in connection with the agreement and related circumstances shall be settled according to Danish law and resolved exclusively by the Danish courts with the district court in Esbjerg as first instance.

14. Assignment

- 15.1 The parties are not entitled to assign any right under these General Conditions without the prior written consent of the other party.

These terms are latest updated on 23 March 2023.