

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Application

- 1.1 Application. The general terms and conditions of sale and delivery apply to all agreements concerning Archii.dk ApS, VAT no. 43177850, the sale and delivery of products, spare parts and associated services to commercial customers.

2. Contractual basis

- 2.1 Contractual basis. The terms, together with the Company's offers and order confirmations, form the overall contractual basis related to the Company's sale and delivery of products, spare parts and associated services to the buyer. The buyer's purchasing terms and conditions printed on orders or otherwise notified to the Company do not form part of the Contractual Basis.
- 2.2 Changes and additions. Changes and additions to the Contractual Basis are only valid if the parties have agreed upon them in writing.

3. Products, spare parts and services

- 3.1 Products and spare parts. Products and spare parts sold and delivered to the buyer by the Company are new and in compliance with Danish legislation at the time of delivery.

4. Price and payment

- 4.1 Price. The prices of products, spare parts and associated services are based on the Company's current price list at the time of the Company confirming the buyer's order, unless the parties have agreed otherwise in writing. All prices are excluding VAT and, if relevant, fees.
- 4.2 Payment. The buyer must pay all invoices for products, spare parts or associated services no later than 14 days net from the invoice date, unless the parties have agreed otherwise in writing. If delivery is delayed due to the circumstances of the buyer (claimant's default) then the buyer - unless Archii.dk ApS notifies the buyer in writing that this is not the case - is obliged to pay Archii.dk ApS as if the delivery had taken place at the agreed upon time. For deliveries to projects and facilities Archii.dk ApS shall be entitled to invoice on account as partial deliveries are made or the work is paid for. On account payment shall be paid on the terms stated above. The buyer is not entitled to offset any potential counterclaims on Archii.dk ApS that are not recognised in writing.

5. Delayed payment

- 5.1 Interest. If the buyer fails to pay an invoice for products, spare parts or associated services on time due to reasons that the Company is not liable for, the Company has the right to charge interest on the due amount of 2% per month from the due date and until payment takes place.
- 5.2 Termination. If the buyer fails to pay a due invoice for products, spare parts or associated services within 14 days of having received a written claim for payment from the Company, the Company, in addition to being entitled to charge interest pursuant to section 5.1, shall be entitled to: (i) terminate the sale of the products, spare parts and/or associated services associated with the delay, (ii) to terminate the sale of products, spare parts and/or associated services that have not yet been delivered to the buyer or to require payment in advance for these, and/or (iii) apply other remedies for breach of contract.

6. Offers, orders and order confirmations

- 6.1 Offers. The Company's offers are valid for 30 days from the date of the offer, unless otherwise is stated in the offer. Accepted offers that reach the Company after the deadline for acceptance are not binding for the Company, unless the Company notifies the buyer otherwise.
- 6.2 Orders. The buyer must send orders for products, spare parts or associated services to the Company in writing. An order must contain the following information for every ordered product, spare part or service: (i) Order number, (ii) Product number, (iii) Product description, (iv) Amount, (v) Price, (vi) Terms of payment, (vii) Delivery date, (viii) Delivery address and (ix) Terms of delivery.
- 6.3 Changing orders. The buyer cannot change a submitted order on products, spare parts or associated services without the written consent of the Company.

7. Delivery

- 7.1 Terms of delivery. The company shall supply all sold products and spare parts to the buyer's Danish address - except to the Faroe Islands and Greenland - unless otherwise is agreed upon in writing. Shipping fees are added for orders under DKK 1,000.00.
- 7.2 Delivery time. The company shall deliver all sold products, spare parts and associated services at the time stated on the Company's order confirmation. The Company is entitled to deliver earlier than the agreed upon delivery time, unless the parties have agreed otherwise. If what the buyer has ordered cannot be received by the buyer at the time of delivery, it is the responsibility of the buyer - at own expense and risk - to ensure that proper storage is available.
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7.4 Inspection. The buyer shall inspect all products, spare parts and associated services upon delivery. If the buyer discovers an error or a defect that the buyer wishes to draw attention to, it must be immediately notified to the Company in writing. If an error or defect that the buyer discovers or should have discovered is not immediately notified to the Company in writing, it cannot be claimed at a later date.

8. Delayed delivery

8.1 Notification. If the Company expects a delay in the delivery of products, spare parts or associated services, the Company shall inform the buyer of this and also state the cause for the delay and the new expected delivery time.

8.2 Termination. If the Company fails to deliver products, spare parts or associated services within 14 days of the agreed upon delivery time for reasons that the buyer is not liable for, and if delivery is not made within a reasonable deadline of at least 30 days, the customer can terminate the order(s) that are impacted by the delay without notice by informing the Company in writing of this. The buyer has no other rights in the event of delayed delivery.

9. Warranty

9.1 Warranty. The Company guarantees that products, spare parts and associated services are free of significant errors and defects in design, materials and workmanship for 24 months after delivery. For parts that are replaced under warranty, the warranty period extends to 24 months after the replacement has been made.

9.2 Exceptions. The Company's warranty does not include wearing parts and errors and defects that are the result of: (i) normal wear and tear, (ii) storage, installation, use or maintenance contrary to the Company's instructions or common practice, (iii) repairs or changes made by other parties than the Company and (iv) other circumstances that the Company is not liable for.

9.3 Notification. If the buyer discovers an error or a defect during the warranty period that the buyer wishes to draw attention to, it must be immediately notified to the Company in writing. If an error or defect that the buyer discovers or should have discovered is not immediately notified to the Company in writing, it cannot be claimed at a later date. The buyer must provide the Company with the information concerning a reported error or defect that the Company requests.

9.4 Inspection. Within a reasonable time after the Company has been notified by the buyer of an error or deficiency and investigated the claim, the Company shall inform the buyer as to whether or not the error or defect is covered by the warranty. Upon request, the buyer shall send the defective parts to the Company. The buyer shall bear the costs and risk for parts that are being transported to the Company. The Company shall bear the costs and risk for parts that are being transported to the buyer if the error or defect is covered by the warranty.

- 9.5 Remedial action. Within a reasonable time after the Company has notified the buyer pursuant to section 9.4 about whether or not an error or defect is covered by the warranty, the Company shall take steps to remedy the error or defect by: (i) replacing or repairing defective parts or (ii) sending parts to the buyer so the buyer can replace them or repair them.
- 9.6 Termination. If the Company fails to remedy an error or defect covered by warranty within a reasonable period of time after the Company has notified the buyer pursuant to section 9.4 for reasons that the buyer is not liable for, and if the error or defect is not remedied within a reasonable deadline of at least 14 days, the buyer can terminate the order(s) impacted by the error or defect without notice by informing the Company of this in writing. The buyer has no other rights in the event of errors or defects on products, spare parts or associated services than those expressly stated in sections 9.

10. Liability

- 10.1 Liability. Each party is liable for their own actions and omissions under current legislation and under the limitations resulting from the Contractual Basis.
- 10.2 Product liability. The company is liable for delivered products and spare parts to the extent that such liability is based on unavoidable legislation. The buyer shall indemnify the Company to the extent that the Company might incur product liability beyond this.
- 10.3 Limitation of liability. Regardless of any potential opposing terms in the Contractual Basis, the Company's liability to the buyer cannot exceed the invoice amount in the specific case concerning the sale of products, spare parts and associated services that the Company has invoiced on a net basis to the buyer.
- 10.4 Indirect losses. Regardless of any potential opposing terms in the Contractual Basis, the Company is not liable to the buyer for indirect losses, including loss of production, sales, profits, time or goodwill, unless the losses are caused by intentional actions or by gross negligence.
- 10.5 Force majeure. Regardless of any potential opposing terms in the Contractual Basis, the Company is not liable to the buyer for failing to meet obligations if the cause can be classified as force majeure. This exemption from liability remains as long as the force majeure conditions persist. Force majeure is considered as circumstances that are outside of the Company's
- 10.6 control and which the Company should not have been expected to be able to foresee when the agreement was signed. Examples of force majeure include unusual natural conditions, wars, acts of terror, fires, floods, vandalism and labour disputes.

11. Intellectual property rights

- 11.1 Property rights. The full property rights for all intellectual property related to products, spare parts and associated services, including patents, design, trademarks and copyrights belong to the Company.

12. Confidentiality

- 12.1 Disclosure and use. The buyer shall not be entitled to disclose or use or make others capable of using the Company's trade secrets or other information of any kind which are not publicly available.
- 12.2 Protection. The buyer shall not improperly acquire or attempt to acquire knowledge of or access to the Company's confidential information as described in section 12.1. The buyer shall treat and store information in a secure manner to prevent that unauthorised parties become familiar with it.
- 12.3 Duration. The buyer's obligations pursuant to section 12.1-12.2 shall be in effect during the business relationship between the parties and shall apply without limit to the period after the termination of the business relationship regardless of the reason for the termination.

13. Applicable law and jurisdiction

- 13.1 Applicable law. The parties' business relationship is subject to Danish law in all aspects.
- 13.2 Jurisdiction. Any dispute that might occur in connection with the parties' business relationship shall be settled in a Danish court.