



General
Sales- and Delivery Terms

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1. Definitions

- 1.1 As used in the Agreement, the following words have the following meanings when written with a capital first letter:

“Agreement” means this Product Supply Agreement, including Appendix A, as may be amended from time to time in accordance with Clause **Fejl! Henvisningskilde ikke fundet.** hereof.

“Party” or “Parties” means the Seller or the Buyer, individually, or the Seller and the Buyer, collectively.

“Product” means products to be sold by the Seller and purchased by the Buyer hereunder, as specified in Appendix A hereto.

2. Scope of agreement

- 2.1 The Seller hereby agrees to sell and deliver, and the Buyer hereby agrees to purchase and take delivery of, the Product, on and subject to the terms and conditions hereof.
- 2.2 No terms and conditions in a Party’s documents which are in addition to or conflict with the Agreement shall be binding, unless agreed to in writing by the Parties.
- 2.3 The Buyer shall not be obliged to purchase any minimum quantity of the Product from the Seller or to purchase any or all of its requirements for the Product from the Seller.

3. Product changes

- 3.1 The Seller shall notify the Buyer of any decision to change or discontinue the manufacture of the Product in writing no later than 1 day before implementation. Following such notification, the Buyer shall have, as its sole and exclusive remedies, the right to: (i) Cancel any undelivered purchase orders for the Product without liability to the Seller, or (ii) Submit purchase orders for a last buy quantity of the Product.

4. Purchase orders and quotations

- 4.1 All purchases of the Product shall be made by written purchase orders submitted by the Buyer to the Seller. A purchase order shall be binding on the Seller only upon the Seller’s submission of a written confirmation of the purchase order to the Buyer. The Seller shall confirm or reject a purchase order within 3 days of receipt, failing which the purchase order shall be deemed to have been confirmed by the Seller.
- 4.2 The Buyer shall accept or reject a purchase order confirmation within 3 days of receipt, failing which the order confirmation shall be deemed to have been accepted by the Buyer.
- 4.3 A purchase order is binding to the Buyer upon acceptance of the order confirmation sent by the Seller, unless a cancellation is agreed in writing between the Seller and the Buyer.

- 4.4 All quotations given by the Seller are valid for 30 days from the date of issue, unless otherwise specified in the quotation.

5. Delivery

- 5.1 The Seller shall deliver the Product to the Buyer within the lead time confirmed in the order confirmation sent to the Buyer. If this lead time is not possible the Seller must notify the Buyer hereof as soon as the Seller becomes aware of the delay.
- 5.2 The Product shall be delivered Ex Works in accordance with the latest version of Incoterms as published by the International Chamber of Commerce from time to time. Risk of loss of or damage to the Products shall pass to the Buyer upon delivery in accordance with the agreed delivery term.

- 5.3 The Product shall be packed in a manner which is adequate to minimize damage during transport.

6. Price and payment

- 6.1 The price of the Product shall be in Euro and exclusive of value added tax or similar taxes. Prices always follows the latest published Price List at the time where the Seller confirms the order received from the Buyer.
- 6.2 The Buyer shall pay for the Products before shipment, unless otherwise stated on the order confirmation.
- 6.3 If the Buyer fails to pay a correctly rendered invoice by the due date for payment, the Seller may charge interest on the amount outstanding from the due date until payment is made at the rate of 1 % per annum.

7. Product warranty

- 7.1 The Seller warrants that for a period of 12 months from the date of delivery (“Warranty Period”) the Product will be free from material defects in design, materials and workmanship and will substantially conform to the specifications.
- 7.2 The Seller shall, at its option and expense, repair or replace any defective Product or part(s) within a reasonable time, provided always that the Buyer notifies the Seller of such warranty claim in writing without undue delay and within the Warranty Period. Labour costs in relation to the installation or replacement of the product or spare part is not covered by the warranty.
- 7.3 Upon the Seller’s request, the Buyer shall, at its own risk and expense, return any defective Product or part(s) to the Seller in accordance with the Seller’s return instructions. Upon completion of repairs or replacements, any returned defective Product or part(s) shall become the property of the Seller.
- 7.4 All repairs and replacements made under the warranty of this Clause 7 are warranted for 6 months from the

- date of repair or replacement or for the remainder of the Warranty Period of the original Product, whichever is longer.
- 7.5 The warranty of this Clause 7 excludes defects resulting from: (i) normal wear, tear or deterioration, (ii) accident, corrosion or other external cause, (iii) improper storage, installation, service, maintenance or use, and (iv) repairs or modifications not authorised by the Seller.
- 7.6 The warranty of this Clause 7 excludes all other warranties, whether express, implied, statutory or otherwise. The Buyer's sole and exclusive remedies for defects in the Product shall be as set out in this Clause 7.
- 8. Product liability**
- 8.1 The Seller shall be liable for any death, personal injury and damage to property caused by the Product in accordance with applicable law.
- 8.2 For the term of the Agreement and for 10 years thereafter, the Seller shall maintain adequate product liability insurance with a minimum cover of € 1.000.000 per incident.
- 9. Patent infringement**
- 9.1 If the Buyer receives a claim or otherwise becomes aware that the Product or any part thereof infringes a third-party patent or other proprietary right, the Buyer shall notify the Seller immediately in writing.
- 9.2 The Seller shall, at its expense, be entitled to participate in the defence of any claim against the Buyer that the Product or any part thereof infringes a third-party patent or other proprietary right ("Claim").
- 9.3 If the Buyer's or the Buyer's customers' use of the Product is enjoined, the Seller shall, at its option and expense: (i) replace the infringing Product or part(s) with a suitable substitute free of any infringement, (ii) modify the infringing Product or part(s) so that it or they will be free of any infringement, (iii) procure for the Buyer and its customers a right to use the infringing Product, or (iv) recall the infringing Product and refund to the Buyer any amounts paid to the Seller in respect thereof less a reasonable deduction for any actual period of use.
- 9.4 The Seller's liability with respect to any Claim shall be limited to the specific undertakings in this Clause 9. The Buyer's sole and exclusive remedies with respect to any Claim shall be as set out in this Clause 9.
- 10. Confidentiality**
- 10.1 A Party shall keep all information obtained from the other Party in connection with the performance of the Agreement strictly confidential and shall not disclose such information to any third party or use it for any purpose other than the performance of the Agreement without the other Party's prior written consent.
- 10.2 The restrictions in Clause 10.1 hereof shall not apply to any information generally available to the public, obtained by a Party in good faith from a third party, independently developed by a Party without use of the other Party's information or required to be disclosed by law.
- 11. Processing of personal data**
- 11.1 The Buyer/Seller processes personal data with due observance of the General Data Protection Regulation and law. Information on the Buyer's/Seller's name, address, e-mail, telephone number, etc. can solely be used in connection with the Buyer's/Seller's orders, communication and other specific purposes.
- 11.2 The Buyer/Seller complies with the rights of the data subject (*including right of access, rectification, deletion, limitation of processing, objection, data portability, complaint and right not to be subject to a decision based solely on automatic processing, including profiling*).
- 11.3 The Buyer/Seller will store the data for as long as is necessary for the purpose for which it is processed. The Buyer/Seller can neither disclose, sell nor otherwise transfer information to third parties, unless the customer has agreed to the same.
- 11.4 If the Buyer/Seller wants information on which data is being processed, having data erased or corrected, the Buyer/Seller should contact [the Buyer's/ Seller's contact details, contact person (if any)].
- 12. Limitation of liability**
- 12.1 A Party shall not be responsible for any failure to fulfil any term or condition of the Agreement due to an event outside its reasonable control (force majeure). If such event continues for 60 days or more, the non-affected Party may terminate the Agreement by written notice and without liability to the affected Party.
- 12.2 Notwithstanding any stipulations to the contrary herein, the Seller's aggregate liability to the Buyer hereunder shall not exceed € 1.000.000. In no event shall the Seller be liable for any consequential, incidental, special, punitive or exemplary loss, including, but not limited to, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings or cost of procuring substitute goods or services.
- 13. Term**
- 13.1 The Agreement shall commence when accepted according to the terms in 4.1. and 4.2.
- 14. Miscellaneous**
- 14.1 Any disputes arising out of or in connection with the Agreement which cannot be settled amicably by the Parties shall be resolved by a court of competent jurisdiction in accordance with the laws of Denmark excluding conflict of law principles.

