

# DI-Teknik's Terms and Conditions of Sale and Delivery for industrial control systems or similar

Unless otherwise agreed in writing, these Terms and Conditions of Sale and Delivery shall apply to any delivery from DI-Teknik, notwithstanding any conflicting or differing provisions in the order or acceptance submitted by the buyer.

## 1. Offer, order and acceptance

Buyer's orders are only binding on DI-Teknik when the buyer has received a written order confirmation.

Offers from DI-Teknik that do not specify a specific deadline for acceptance shall lapse if DI-Teknik does not receive a corresponding acceptance from the buyer within twenty working days from the date of the offer.

Prices quoted orally, including by telephone, shall be considered a non-binding offer.

## 2. DI-Teknik's services

DI-Teknik's services only include the parts and goods specified in the order confirmation. DI-Teknik undertakes to supply equipment of the usual good quality in terms of materials and workmanship on the terms set out in these terms and any specially agreed terms. All drawings, sketches, technical specifications, etc. remain the property of DI-Teknik and may not be copied or transferred to third parties. Likewise, the material supplied must not be manufactured, imitated or entrusted to third parties for this purpose.

## 3. Delivery

Delivery is deemed to have taken place when the goods are handed over to the buyer or handed over to a third-party carrier, unless otherwise stated in the order confirmation. Insurance of the buyer's risk regarding transport is only taken out by DI-Teknik if this has been agreed in writing. Ownership of the sold goods remains with DI-Teknik until the purchase price has been paid in full.

## 4. Prices

The price is ex works or ex warehouse (Incoterms 2000) and excludes VAT and other taxes. Reservations are made for changes in the offered prices both before and after acceptance, having regard to changes in material prices, exchange rates or other conditions over which DI-Teknik has no influence. If the nature of the delivery changes or if DI-Teknik's costs increase in any other way due to the buyer's circumstances, reservations are made for adjusting the price set out in the agreement.

## 5. Terms of payment

Unless otherwise agreed, DI-Teknik may require that part of the purchase price – but no more than one third – be paid at the time of the order, a further part – but no more than one third – be paid when the installation begins, and the remaining part – but no more than one third – be paid upon completion of the task.

In cases where installation is not included in the offer, DI-Teknik may require that part of the purchase price – but no more than half – be paid when placing the order and the remaining part of the purchase price upon delivery.

If payment deadlines are exceeded, the buyer is obliged to pay default interest on the amount due, currently 2.0% per month commenced. DI-Teknik may require the buyer to provide adequate security for the payment.

Payment by set-off is not allowed if the counter-claim is disputed. Failure to comply with the terms of payment is considered a material breach and entitles DI-Teknik to stop further deliveries and to demand immediate and full payment of all amounts owed by the buyer, whether due or not.

## 6. Time of delivery

Delivery up to two weeks before or after the delivery date specified in the agreement shall be deemed timely delivery in every respect. DI-Teknik may postpone the delivery time in the following cases:

- a. Changes to the order required by the buyer;
- b. Delays in deliveries or work carried out or commissioned by the buyer;
- c. In the event of force majeure, see clause 13 of these Terms and Conditions of Sale and Delivery;
- d. When rainfall, snow, low temperatures, strong winds or other weather conditions that prevent or slow down DI-Teknik occur to a significantly greater extent than is usual for the season;
- e. In the event that work on the delivery must be stopped or is slowed down by order of a public authority;
- f. In the above-mentioned items a, b and e, DI-Teknik also reserves the right to adjust the agreed price in accordance with the costs incurred by DI-Teknik in this connection.

## 7. Delay

If the delivery is significantly delayed and DI-Teknik is not entitled to postpone the delivery date in accordance with clause 6, the buyer is entitled to terminate the agreement by written notice to DI-Teknik if the delay causes substantial inconvenience to the buyer. If the delay concerns only part of the goods sold, the buyer may terminate the contract only in respect of this part. If the delay concerns items that have been manufactured according to the buyer's instructions or specifications, or if these items are of a nature that is not normally stocked by DI-Teknik, the agreement can only be terminated if the delay means that the buyer's purpose of the purchase will be substantially lost.

## 8. Refusal to take delivery

If, after the delivery period has elapsed, the buyer fails to pick up the goods or order shipment, DI-Teknik is entitled to store and insure the goods at the buyer's expense. If the buyer fails to collect the goods despite a written request, DI-Teknik is entitled – even in cases where the goods are manufactured specifically according to the buyer's instructions or specifications – to sell such goods in the best possible way

### 9. Liability for defects

DI-Teknik's liability for defects has the extent stated below and applies for the following periods, calculated from the time of delivery:

Installation and industrial control systems: 9 months.

Software: 3 months.

Within the periods mentioned above, DI-Teknik undertakes to remedy any defects in the delivered goods by repair or replacement at DI-Teknik's discretion.

Thus, DI-Teknik's above-mentioned remedy or redelivery obligation only includes labour and materials directly related to DI-Teknik's obligation. All other costs associated with a defect that has occurred, including transport, demurrage, per diem allowance, accommodation and the costs of exposing or making available defective parts, are thus of no concern to DI-Teknik.

DI-Teknik's obligation to remedy defects is conditional on the buyer proving that the delivered goods are defective and, in particular, documenting that the goods have been stored, installed, used and maintained correctly and in accordance with the instructions given by DI-Teknik.

DI-Teknik's obligation lapses if components are used in connection with the goods delivered by DI-Teknik that have not been manufactured or approved by DI-Teknik.

If DI-Teknik fails to meet the above remedy obligation within a reasonable time, the buyer may give DI-Teknik a final deadline in writing to do so. If the obligation is not met before expiry of the stipulated deadline, the buyer may claim a proportionate reduction of up to 10% of the agreed purchase price.

DI-Teknik is only responsible for the delivered goods being sufficient and/or suitable for the solution of the buyer's tasks in terms of capacity and other aspects to the extent that DI-Teknik has carried out dimensioning etc. and to the extent that the buyer documents that the information provided by the buyer regarding the buyer's requirements is correct and adequate.

### 10. Product liability

In terms of product liability, the rules in force from time to time in Danish law shall apply.

### 11. Limitation of liability

DI-Teknik is not liable for indirect damage and loss, such as loss of business, loss of time, loss of profits or other similar losses.

This also applies to damage caused by delay.

### 12. Duty to give notice of defects and duty of inspection

It is the buyer's responsibility to carry out a thorough inspection of the contractual conformity of the goods at the latest upon delivery. The buyer is obliged to immediately complain about any defects found during such inspection, and the buyer cannot subsequently invoke defects that could have been found during such inspection. The same applies if the buyer fails to complain immediately about

defects discovered later which were not discovered or should not have been discovered at the time of delivery. Submission of a complaint shall not entitle the buyer to withhold payment for goods delivered.

### 13. Force majeure

DI-Teknik shall not be liable for any non-performance or delayed performance of the agreement due to force majeure, war, riots, civil disturbances, government intervention or intervention by public authorities, fire, strike, lockout, export and/or import ban, non-delivery or defective delivery by subcontractors, shortage of labour, fuel, motive power or any other cause beyond DI-Teknik's control which is likely to delay or hinder the manufacture and delivery of the goods sold.

If one or more of the circumstances referred to above temporarily prevents delivery without defects or on time, delivery shall be postponed for the period corresponding to the duration of the hindrance, plus a reasonable period for the circumstances to return to normal. Delivery at the postponed delivery date shall be considered timely delivery in every respect. If the delay in delivery is expected to last longer than 40 working days, both DI-Teknik and the buyer shall be entitled to cancel the agreement without this being considered a breach.

### 14. Power supply

The buyer is obliged to provide and bear the costs of establishing sufficient stable electricity supply and efficient earthed facilities for the goods sold.

### 15. Software programme licence

The conclusion of software programme licence agreements entitles the buyer to use the programmes only as specified in a separate licence agreement. This right cannot be transferred to others and the buyer is not entitled to copy the programmes to others.

The programmes may only be used for a single computer or assignment, however, the buyer has the right to take up to two backup copies of the programmes.

Reference is also made to the special conditions relating to software programme licences that apply in any such contractual relationship between DI-Teknik and DI-Teknik's customers.

### 16. Governing law and venue

Any dispute between the parties which cannot be resolved amicably shall be settled pursuant to Danish law either by arbitration or by the ordinary courts at DI-Teknik's discretion.

If the dispute is to be settled by arbitration, the arbitration tribunal shall consist of three members appointed by the President of the Eastern Division of the Danish High Court.

One of these members – the chairman – must meet the requirements of being a judge, while the other two members must be professionally qualified in the subject matter of the dispute.

The arbitration proceedings shall be conducted in accordance with the rules of the Danish Arbitration Act.