



## STANDARD SALES- AND DELIVERY TERMS

### **1.0 Sales- and Delivery terms according to NL 92/NLM/NL94.**

These provisions shall apply unless other written agreement exists in tenders, letters, others, or order confirmations, the last of which will be sent.

#### **1.1 Offers**

Offer or price estimate has been made subject to EB Teknik Borup A / S's final approval of any order by sending order confirmation within 14 days of receipt of the order. The delivery times stated in the quotation are subject to change in the delivery time from the vendor's suppliers and with reservations for intermediate sales.

#### **1.2 Prices**

All prices are daily prices and quoted excl. VAT. The seller reserves the right to regulate any price on any delivery provided that from the time of the submission of the offer for acceptance of the offer occurs in exchange rates, or if more than 3 months.

#### **1.3 Delivery**

All deliveries are made, unless otherwise agreed in writing, at the factory Borup ref incoterm ex works. However, the seller reserves the right, where it is deemed most appropriate, to deliver from any subcontractor's address. Transport is at the recipient's expense and risk unless otherwise agreed. In each case, the seller reserves the right to choose the mode of transport, type of car, and the like, which may be important for the most convenient transportation of the goods. Transport damage is unrelated to the seller if the recipient or buyer is responsible for the transport. Delivered goods are taken to return only by prior arrangement.

### **2.0 Scope of delivery and times**

The delivery includes only those in the offer, respective order confirmations, explicitly mentioned materials, assembly work, and services.

#### **2.1 Safety Equipment**

Security devices such as security fences, grids, and handrails are included only to the extent stated in the offer or the order confirmation. Besides, safety devices are provided in the bill.

#### **2.2 Delivery time**

The delivery time is calculated from the day the final approval is given by the buyer on the technical design of the plant or approval from public authority and receipt of the first installment of payment if prepayment is agreed upon order. Delayed receipt of agreed prepayment entitles the seller to a corresponding, later delivery. If the agreed delivery time is exceeded, the seller cannot be obliged to pay a conventional penalty if it does not have been part of the agreement or if the buyer has failed to fulfill its obligations with the delivery of samples, technical specifications, construction completion, and timely payment.

#### **2.3 Force Majeure**

Any delivery is made subject to force majeure, which results in liability when it occurs after the conclusion of the agreement and prevents its performance, including labor conflict and any other circumstances beyond the seller's control, such as material shortages, trade restrictions, etc. In the case of force majeure, the seller is entitled to either postpone the fulfillment of committed delivery obligations in a long time that the obstacle persists, with a reasonable time to get started or to cancel the agreement. EB Technology reserves if the agreement is canceled by the buyer, the right to claim payment of costs incurred and lost profit.

### **3.0 Payment**

Payment shall be paid in cash, unless otherwise stated in writing, following the payment terms of the seller's invoice without deduction of cash discount. Payment must always be made as agreed, whether the buyer fetches the goods or not, or assembly cannot be done as agreed, on because, for example, construction or space is not complete. Subsequent payment entitles EB Teknik Borup to calculate interest according to current legislation. The buyer is not entitled to withhold payment or set off in the agreed purchase price.

#### **3.1 Costs**

The buyer's financing costs, including the costs of drawing up bank guarantees, are EB Teknik Borup Unauthorized personnel.



### 3.2 Compliance

If the payment terms are not complied with, the seller is entitled to consider his receivable due indemnity payment regardless of delivery. If the amount due is not paid 30 days after the due date, the seller is entitled to cancel the agreement and by the buyer to demand compensation for loss, the costs of securing the claim, legal assistance, and expenses related to the delivery of the delivery.

### 3.3 Insurance

It is the responsibility of the buyer to keep the item insured from the time of delivery. The seller is entitled to the sum insured in the event of the goods being destroyed if the goods are unpaid. As all transport is done at the buyer's expense and risk, in any case, it is incumbent upon the buyer to take out the necessary or desirable insurance during transportation, unless it is agreed that the seller delivers the shipment. The buyer takes out the necessary insurance, for storage in the buyer's place and at handling the parts during assembly.

### 4.0 Mounting

Where nothing else is agreed, the prices quoted are excl. any type of mounting. Besides, the following applies:

a: The buyer must provide materials for the trial run of the plant, as well as for testing and commissioning the plant properly. Throughout the run-in period, the buyer must ask min. 2 qualified persons available for training in the operation of the plant and control.

b: Due to the risk being transferred to the buyer on delivery, the buyer takes care that the deliveries before and during assembly, protected against theft and damage. Damage due to water, moisture, rust, etc. because the delivery is unprotected, the seller is unauthorized.

### 5.0 Warranty and Service Terms

The following warranty is provided:

a: For machines, steel structures, etc. manufactured by EB Teknik Borup A / S, a 12-month guarantee for solid and good execution. At EB Teknik Borup's special machines, special warranty conditions can be agreed upon.

b: For supplier components attached to the seller's products, a 12-month replacement is guaranteed. For equipment and Machines used either alone or as parts of a plant give the seller the same warranty as he receives from the supplier in question, and only liability is assumed to the extent that can be remedied against the supplier.

c: Should the seller settle a warranty case, defective parts and components are replaced or repaired free of charge by submission to EB Teknik Borup. If necessary, or if repair work is required at the place of delivery, the cost of travel and diets will be charged.

d: The warranty period runs from the day the parts arrive at the buyer's area or storage space.

e: The warranty can only be enforced by the seller if the buyer immediately notifies the defect upon its finding or no later than 1 week after the failure to pay due to attention could have been detected. Any later complaints will be rejected by the seller, as the time limit for complaints is unconditional.

f: The warranty lapses on a resale of the purchased. The warranty covers the guarantee period only for that purpose was used in the normal one-team operation. If the purchased item is used in two- or three-team operation, the warranty period is reduced to half or third respectively.

g: Warranty is provided that the delivered is maintained and operated properly and that any repairs are made with original spare parts. Unoriginal spare parts, wear parts or foreign installers are used without the seller's acceptance, the seller's warranty liability lapses. Seller reserves the right to guarantee warranty repairs use replacement parts or repair damaged parts.

h: In case of warranty repairs deemed by the seller to be best performed at the buyer's or a seller's workshop, the buyer carries the parts therefor. If warranty repairs are required on weekends or holidays, the buyer pays the associated extra costs, such as overtime allowance, diets, etc. When replacing parts that made by the buyer sends the buyer returns the defective part to EB Teknik Borup. The guarantee is made effective in the form of a credit note on the invoice on the transmitted part and is printed when the seller or the seller's supplier has examined and approved the parts and components that are covered by the warranty.

i: The warranty does not apply to the effects of natural wear and overload, using unsuitable lubricant, Inadequate care, or failure to comply with the given maintenance and operating instructions.



j: Neither undertakes any warranty as to the correctness or appropriateness of the Buyer's constructive indications or use of machine/plant, as little as seller's booklet for errors in installation and repair, which is not performed by the seller or its subcontractor.

k: Warranty does not cover decidedly worn parts and consumables such as oil, gaskets, wear plates, rubber, paint, glue, etc.

## **6.0 Product Responsibility**

EB Teknik Borup's product liability is governed by the EC Directive of 85/374 EEC, with the restrictions that follow. EB Teknik Borup is not responsible for product liability damage that affects the product itself. EB Teknik Borup is also not liable for damage to products that can be included in the category of business damage that occurs while the products are in the buyer's possession. A claim for payment of production liability compensation can never exceed EB Teknik's product liability insurance. EB Teknik Borup is not liable for damage to products made by the buyer or to products in which EB Teknik Borup products are included as a sub-product. They offered plant parts or consumables, besides being manufactured with the utmost safety in mind, equipped with the safety equipment mentioned in the order, which, to the best of our knowledge, meets the requirements for accident prevention and occupational safety regulations and the generally accepted safety technical and occupational medical rules. Safety equipment such as fencing, fencing, doors, end stops, etc. must be kept in proper condition. At service must mains switch for electricity be disconnected and locked. Compressed air supply must be closed and emptied. It is the buyer's responsibility and duty continually instructing its staff on safety and ensuring that staff adheres to safety rules. It is the responsibility of the user to test that the consumer product (glue, tape, etc.) meets the requirements and specifications that the customer expects.

## **7.0 Operating losses**

EB Teknik Borup A / S cannot be held responsible for any direct and indirect losses, including loss of production, lost coverage, damaged materials, or damages to third parties or goods, as a result of any failure after production stoppage had to be the cause.

## **8.0 Property**

All drawings, descriptions, and technical documents of machines and plants or parts thereof, as before or after the agreement If the contract is left to the buyer, EB Teknik Borup remains the property. Without the permission of EB Teknik Borup, the said materials and offers and order confirmations may not be used by the buyer nor may they be copied, reproduced for transfer to or otherwise brought to the knowledge of third parties, unless agreed upon.

### **8.1 Payment Terms and Risk Transition**

If the buyer is in arrears with prepayments or payments for previous deliveries, or if the buyer does not timely have made prepayment / provided an agreed bank guarantee of their choice, the seller is entitled to defer without notice delivery or rescission of any agreement with the buyer and to claim his loss thereby. Any prepayment is to be considered on the account. The risk passes from EB Teknik Borup to the buyer upon delivery.

### **8.2 Reservation of Property**

The delivered remains EB Teknik Borup's property until payment has been paid in full. The Buyer is obliged to take all necessary measures to protect EB Teknik Borup's ownership or such other rights as mentioned above.

## **9.0 General Provisions**

What is mentioned in the current EB Teknik Borup terms of sale and delivery are additions and changes concerning "General conditions for the supply and assembly of machinery and other mechanical and electrical equipment", according to its edition of NLM that was in effect at the time of the order? These conditions, on the other hand, cover what is not mentioned in these terms of sale and delivery or order/order confirmation or otherwise. All disputes regarding agreements concluded etc. must be decided by the ordinary courts under Danish law, and the case must be determined by the seller's home.

EB Teknik Borup A / S

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