

EXHAUSTO's Sales and Delivery Terms and Conditions (2020)

1 AGREEMENT

- 1.1. These Sales and Delivery Terms and Conditions apply to all EXHAUSTO delivered goods and services, unless explicitly superceded by another written agreement.
- 1.2. Purchaser's own purchase terms and conditions etc., are not applicable, unless EXHAUSTO has agreed to them in writing.

2 PRICES AND PAYMENT – PROPERTY RIGHTS

- 2.1. All sales prices are those in effect on the date of delivery. All prices are delivery Ex works, excluding VAT and other expenses, unless other agreements have been made. EXHAUSTO can increase the prices of un-delivered goods to match any price increases made by EXHAUSTO subcontractors.
- 2.2. Payments must be received no later than the last payment date stated on the invoice. If not thus stated, payment must be made in cash on delivery. Late payment will incur a monthly interest rate charge on the amount due per start of month, currently at 1.0%. If the purchaser does not take/receive the purchase when obliged to do so, EXHAUSTO is entitled to cancel the purchase immediately and without warning.
- 2.3. EXHAUSTO retains ownership rights to the sold property until the buyer has paid entire purchase price, including any and all additional costs related to the sale.

3 EXHAUSTO DELIVERY TIMES AND LOCATIONS

- 3.1. Delivery times are approximate and non-binding, unless otherwise agreed in writing by EXHAUSTO.
- 3.2. All purchases are delivered to the delivery address stated in the agreement.
- 3.3. The Purchaser must pay the agreed delivery costs
- 3.4. Delivery is considered effective when the goods have been delivered to the agreed location. The purchaser is obligated to receive the goods from the carrier at the agreed delivery location.
- 3.5. Purchaser must inform EXHAUSTO about special conditions for delivery: Blocked roads, narrow passages, closed building sites, contact details on site, etc.

4 ORDERS

- 4.1. Order from Purchaser is not binding for EXHAUSTO until EXHAUSTO has issued and sent an order confirmation
- 4.2. When Purchaser hands in an order – purchaser cannot change anything in the order, including changes in specifications, unless accepted by EXHAUSTO.

5 CAVEAT EMPTOR AND CLAIMS

- 5.1. The purchaser must thoroughly examine the goods upon delivery to ensure that the goods are fault-free and in accordance with the Agreement. If the Purchaser believes the goods to be faulty during this examination, the Purchaser must immediately inform EXHAUSTO in writing.
- 5.2. If the Purchaser receives claims from its customers or other users of EXHAUSTO delivery related to EXHAUSTO's delivery or parts, the Purchaser must immediately make or pass along the written claims. If the Purchaser fails in this obligation then no faulty-goods or compensation claim can be made by the Purchaser against EXHAUSTO at a later date, additionally the Purchaser must exempt EXHAUSTO from any liability the Purchaser's customer has claimed directly against EXHAUSTO.
- 5.3. If the Purchaser has not made a written claim within 24 months of the date of delivery, the Purchase is precluded from making any faulty-goods or compensation claims or other relevant remedy.
- 5.4. To the extent that the delivered goods are building materials covered by the Danish Sale of Goods Act §54, item 3, liability for faulty goods is extended as follows: For manufacturing errors that could not be found through careful examination upon delivery, EXHAUSTO's liability ceases 5 years after completion of the construction on the building the delivered goods were used in, but not more than 6 years after surrendering the goods to the Purchaser. Delivery must be in accordance with EXHAUSTO's Sales and Delivery Terms and Conditions.

6 FAULTY GOODS AND LIMITED LIABILITY

- 6.1. EXHAUSTO is only liable for a fault that is a result of a material defect or manufacturing error, not the result of incorrect handling, installation, storage or negligence. EXHAUSTO is not liable for a fault that arose because the Purchaser failed to follow or incorrectly followed any written instructions.
- 6.2. In the event of a qualitative deficiency, EXHAUSTO can make a subsequent delivery within a reasonable time, whereupon the Purchaser cannot claim material breach of contract. A delivery is not in breach of contract if it contains a total of 90% or more of the agreed delivery amount.
- 6.3. The Purchaser must at own risk, check that the parts supplied by EXHAUSTO meet the Purchaser's requirements
- 6.4. If it is shown there is a fault, EXHAUSTO is entitled to either carry out repairs or replace the faulty part. If EXHAUSTO does not remedy the fault, or carry out the repairs, adjustments, etc. within a reasonable period of time, and provided that EXHAUSTO is found to be materially responsible, the Purchaser can claim compensation, though for an amount no higher than the agreed purchase amount.
- 6.5. Under no circumstances will EXHAUSTO be liable for consequential damage, personal injury, operating losses, loss of earnings or any other form of financial losses directly or indirectly related to the goods delivered, including disassembly, reassembly, installation or its use therein or of any other EXHAUSTO service.
- 6.6. To the extent that EXHAUSTO may be held liable by a Third Party for product liability, the Purchaser is obliged to indemnify EXHAUSTO such that EXHAUSTO's liability is limited to what it would be if the Terms and Conditions were to apply to the Third Party.

7 PRODUCT LIABILITY

- 7.1. The Purchaser must exempt EXHAUSTO from any liability the Purchaser may be able to claim directly against EXHAUSTO as supplier. EXHAUSTO is not liable for damage to property or personal effects. EXHAUSTO is not liable for interruption of business, loss of earnings or any other indirect loss.
- 7.2. If EXHAUSTO is held liable by a Third Party for product liability, the Purchaser is obliged to indemnify EXHAUSTO against all liabilities and associated costs. If EXHAUSTO is held liable for product liability by the Purchaser's customer, their customers or other later users of EXHAUSTO's delivery, the Purchaser, in its relationship with EXHAUSTO, is obliged to indemnify EXHAUSTO against all liabilities and associated costs.

8 FORCE MAJEURE

- 8.1. In the event of force majeure, and for as long as it continues, EXHAUSTO is released from the agreement. Conditions of force majeure, conditions which EXHAUSTO or EXHAUSTO's subcontractors could not reasonably avoid, and which prevent EXHAUSTO or EXHAUSTO's subcontractors from fulfilling the agreement, as defined by these Sales and Delivery Terms and Conditions, include: Industrial conflicts and all other circumstances the parties have no control over, including, but not limited to: War, civil war, civil disturbances, acts of terror, impositions by authorities, trade bans, natural catastrophes of any kind, fire, power restrictions, computer viruses or similar.
- 8.2. EXHAUSTO is not liable under any circumstances for any loss or other problems arising from missing or delayed delivery due to epidemics, virus outbreaks or similar, including but not limited to the virus COVID-19 (coronavirus)

9 VENUE AND APPLICABLE LAW

- 9.1. Any dispute from these Terms and Conditions between the parties will be governed by Danish Law and settled in a Danish court of law or at the Maritime and Commercial Court, Copenhagen and EXHAUSTO is entitled to choose the venue.