



## **T&Cs of Sale and Delivery for EFB Elektronik Nordic A/S**

The following T&Cs for Sale and Delivery apply unless waived by other written agreement.

### **1.0 Proposal and delivery**

1.1 Unless otherwise agreed, all orders are placed at the prices applicable on the date of delivery, and both the prices for and delivery of orders are reserved in the case of strike, lockout and other circumstances beyond the control of EFB-Nordic, cf. Sec. 8. The price excludes VAT and other duties.

1.2 Unless otherwise agreed in writing, the delivery times indicated are best estimates and are subject to intermediate sales. The delivery date is understood as the anticipated date of receipt of goods by the customer, unless otherwise agreed. EFB-Nordic prices are FCA in Denmark (except to islands not connected by bridges) unless otherwise agreed, however EFB-Nordic cannot be held liable for any delays during transport. Goods are normally delivered to the recipient's ramp or door at ground height.

1.3 EFB-Nordic reserves the right to charge a delivery fee of DKK 135.00 on orders under DKK 1,500.00 excl. VAT. For pick-up of goods from EFB-Nordic, a handling fee of DKK 75.00 is charged on orders under DKK 1,500.00 excl. VAT.

1.4 EFB-Nordic is not liable under any circumstances for operational losses, loss of earnings, or any other indirect losses resulting from delayed or omitted delivery.

1.5 Proposals are valid for 30 days from date of proposal.

### **2.0 Technical specifications, product information etc.**

2.1 All information in brochures, catalogues, price lists etc., such as weight, dimensions, capacity, performance, and other technical data, is specified subject to errors and omissions and is only binding to the extent that this is explicitly agreed.

### **3.0 Construction changes**

3.1 EFB-Nordic is not liable for changes in the products with respect to their construction, production etc.

3.2 Such changes shall entitle the customer to cancel their purchase only insofar as they can demonstrate that a specific construction, production etc. was a prerequisite for the purchase. Any changes made and any cancellations of purchases made on the basis of such changes shall not entitle the customer to any compensation.

### **4.0 Transfer of risk**

4.1 Unless otherwise agreed, the products are considered sold FCA in Denmark, cf. ICC, Incoterms 2000. EFB-Nordic shall give the customer sufficient notice such that they will be able to accept the delivery. EFB-Nordic reserves the right to send deliveries ex works.

### **5.0 Payment**

5.1 EFB-Nordic payment terms: 14 days net, unless otherwise agreed.



5.2 If the customer fails to pay in good time, and provided this default is not the fault of EFB-Nordic, EFB-Nordic shall be entitled to charged default interest from the due date. The product shall remain the property of EFB-Nordic until payment has been made in full. Bills of exchange or promissory notes are not accepted as payment until such have been settled in full.

## **6.0 Remedying defects**

6.1 EFB-Nordic undertakes for a period of 12 consecutive months to either repair or redeliver, at its own discretion, any product that has been found to be defective, where such defect is due to the construction, material, or manufacturing process, without undue delay after the product was delivered to the first customer.

6.2 Remedying does not apply to such cases where defects are due to the product not being maintained and not being used fully in accordance with our or our suppliers' instructions, incorrect or inappropriate use, including inappropriate storage, modifications or technical interventions undertaken without our written consent, or extraordinary atmospheric effects.

6.3 Wearing parts are not eligible for remedying.

6.4 Costs for installation and removal are not covered by the right to remedying of defects.

6.5 Insofar as the customer wishes to complain of any defects, a written complaint must be presented without undue delay after the defect is identified.

6.6 After EFB-Nordic has received notice of a defect which is considered eligible according to this provision, EFB-Nordic shall begin remedying this defect.

6.7 If the customer is able to remedy the defect themselves on-site, EFB-Nordic's obligation to remedy the defect according to this provision is fulfilled upon dispatch of a new or repaired component.

6.8 Insofar as defective products or components are sent back to EFB-Nordic for the purposes of redelivery or repair, the customer shall bear the costs and risk for transport unless otherwise agreed.

6.9 Defective components which have been replaced according to the above shall be provided to EFB-Nordic.

6.10 When returning goods, for whatsoever reason, the customer shall obtain written proof of acceptance and a return number from EFB-Nordic which shall be clearly indicated on the return goods and delivery slip. If the customer has failed to obtain this, EFB-Nordic shall not accept the return. Unless otherwise agreed, the customer shall bear the costs and risk for transport. A return fee of 15% of the invoiced amount shall be charged. The price for delivery will also be offset. (If the item was delivered FCA)

6.11 EFB-Nordic shall exercise its right to remedy parts of the product which have been repaired or replaced under the same terms and conditions as for the original product. EFB-Nordic's obligation to remedy defects does not apply to any parts of the product more than 1 year after delivery.

6.12 After the risk for the product has transferred to the customer, EFB-Nordic is not liable for any defects beyond the obligations set out above. EFB-Nordic thus rejects liability for any and all indirect losses, such as operational losses or lost time, which the defect may have caused for the customer.

## **7.0 Liability for damage caused by the product - product liability**

7.1 If a product from EFB-Nordic causes damages, EFB-Nordic is liable for personal injury, provided it is documented that such injury is due to the actions or omissions of EFB. Under these same conditions, EFB-Nordic is liable for damage caused to chattels or fixed assets.



7.2 EFB-Nordic is not liable under any circumstances for operational losses, loss of earnings, or any other indirect losses.

7.3 To the extent that EFB-Nordic may be held liable with respect to a third party, the customer is obliged to hold EFB-Nordic harmless insofar as such liability exceeds the limits set out above.

7.4 EFB-Nordic and the customer are mutually obliged to allow an action to be brought against them before that court which handles compensation claims that have been brought against one of them on the grounds of damages claimed to have been caused by the delivery.

## **8.0 Discharge - force majeure**

8.1 The following circumstances shall effect a discharge if they occur after conclusion of contract and frustrate execution of the same or make fulfilment of the same unreasonably difficult:

Labour conflicts, strike, lockout and any other circumstance beyond the control of the parties, such as fire, war, mobilisation or unforeseen military deployments to an equivalent extent, acts of sabotage, requisitions, seizures, currency restrictions, rioting and civil unrest, lack of transport, general scarcity of goods, restrictions on fuel and lack of products from sub-suppliers or delays in such products which are due to one of the circumstances described in this paragraph.

8.2 The party wishing to invoke one of the aforementioned circumstances shall inform the other party of the occurrence and ending of the incident in writing and without undue delay.

8.3 In the event of written notification of the other party, both parties are entitled to annul the agreement once fulfilment of such within a reasonable period of time becomes unreasonable due to one of the circumstances described in this Section.

## **9.0 Resolution of disputes - arbitration**

9.1 In the event of disputes, misunderstandings, disagreements or claims arising or resulting from these T&Cs of Sale and Delivery, the parties shall in the first instance endeavour to reach an amicable solution. If such a solution cannot be reached, the dispute shall be resolved with final and binding effect by arbitration, without subsequent recourse to the ordinary courts.

9.2 The court of arbitration shall comprise three members, of which each party shall appoint one member no later than 4 weeks after a party has requested arbitration. They shall elect a chair for the court of arbitration jointly no later than 2 weeks after the two members have been appointed. In the event of disagreement, the chair shall be appointed by the President of the Danish Maritime and Commercial Court (Sø- og Handelsretten). The venue shall be Copenhagen. The court of arbitration shall set out rules of procedure itself and shall resolve the dispute according to the ordinary rules of Danish law. The court of arbitration shall determine who shall pay the costs for arbitration, including fees for the parties' solicitors, and shall take into consideration whether or not the case has been brought on reasonable grounds.