

# Terms and Conditions

The following conditions apply to all orders and deliveries unless there is another written agreement.

## 1. Quotations

1.1 All quotations are subject to confirmation and are submitted subject to intermediate sales, unless otherwise expressly stated.

## 2. Prices

2.1 If the material is covered by a price list used by the seller, the price calculation is made based on the list that is valid on the day of delivery.

2.2 Written quotations per. letter, fax or e-mail are subject to intermediate sales. If no special acceptance deadline has been specified, the quotation lapses if acceptance is not received by the seller no later than the weekday after the date of tender.

2.3 Orally, including telephone, stated prices are to be regarded as not binding.

2.4 All prices are exclusive of VAT.

2.5 Orders under DKK 250 will be invoiced without a discount, unless purchased online

## 3. Trade-in price

3.1 If the quotation, order confirmation or purchase agreement stipulates that the seller must take material in exchange, the buyer bears the risk of this until the traded-in item is handed over to the seller. All trade-in prices are set on the condition that the traded-in item is:

- handed over to the seller in the same condition as the one in which it was inspected by the seller, except for normal wear and tear during normal use until delivery takes place, and

- is properly maintained and inspected until handed over to the seller.

If the value of the trade-in due to circumstances on which the buyer bears the risk does not correspond to the stated trade-in price, the difference is adjusted over the cash part of the purchase price.

#### **4. Delivery Reservations (force majeure)**

4.1 The following circumstances give exemption to liability if they prevent the fulfilment of the agreement or make the fulfilment unreasonably burdensome: labour dispute and any other circumstance over which the parties have no control, such as fire, war, mobilisation, or military calls of a similar nature, requisition, seizure, currency restrictions, rebellions and riots, lack of means of transport, general shortage of goods, restrictions on motive force and shortcomings in or delays in deliveries from subcontractors due to any of the circumstances mentioned in this paragraph. Circumstances, as mentioned, only lead to exemption from liability if their influence on the fulfilment of the agreement could not be foreseen at the conclusion of the agreement.

4.2 It is the responsibility of the party wishing to invoke the exemption of liability, as mentioned in clause 4.1, without delay, to notify the other party in writing of its occurrence and termination. In the event of force majeure at the buyer, the buyer must cover the costs incurred by the seller to secure and protect the equipment.

4.3 Whatever else happens due to these general terms and conditions of delivery, either party may terminate the agreement by written notice to the other party if the fulfilment of the agreement is hindered for more than 6 months by an event as mentioned in clause 4.1.

#### **5. Delivery Time**

5.1 The parties may agree that delivery shall take place on a specific date or time after the signing of the agreement. It is a prerequisite that all information necessary for the execution of the order at the time of the agreement has come to the seller's knowledge.

5.2 Regarding goods that are not in the seller's warehouse, the seller has a duty to notify the buyer without delay and notify when the delivery is expected to take place.

5.3 If the seller does not deliver within the delivery time, the buyer is entitled to demand delivery by notifying the seller and set a final, reasonable deadline for this, and thereby stating that the buyer intends to terminate the agreement if delivery does not take place within this deadline. If the delivery

has not taken place within the scheduled time, the buyer is entitled to terminate the agreement by written notice to the seller.

5.4 If the buyer does not terminate the agreement, he is not entitled to any compensation due to delay on the part of the seller.

## **6. Packaging**

6.1 Packaging is done as secure as practically possible, according to the seller's best estimate and is done at the buyer's expense, if the packaging is not included in the price. Reimbursement of returned packaging is only made by prior written agreement.

## **7. Shipment**

7.1 Any shipment is only made according to the buyer's instructions and at the buyer's expense and risk. When the buyer has not specified a specific shipping method, this is chosen at the seller's best discretion.

## **8. Prospectuses and drawings**

8.1 Prospectuses and drawings as well as technical data are non-binding in their details and reservations are made for design changes.

## **9. Declaration of Weight**

9.1 Declarations of weight can be considered approximate and informing for the sake of cost calculation and foundation.

## **10. Retention of title and right of repossession**

10.1 The seller reserves the ownership of the item for sale until the entire purchase price incl. VAT is paid. If it has been agreed that the purchase price or part of it must be paid more than 3 months after delivery of the item, the seller's retention and right of repossession as well as the information mentioned in section 9 of the Credit Agreements Act must be specified in the purchase agreement, which must be signed by the buyer no later than the handover of the item for sale, and a copy of the agreement must be handed over to the buyer at the same time.

## **11. Payment**

11.1 The payment deadline runs from the time of delivery. In cases where a delivery by agreement must be accompanied by certificate (s), the payment deadline for the part of the delivery affected by certificate(s) runs from the time when both materials and certificate(s) are delivered.

11.2 If payment deadlines are exceeded, the buyer is obliged to pay default interest on the amount due in accordance with the agreement or custom.

11.3 The seller may require the buyer to pay in cash or provide satisfactory security for the payment.

11.4 Payment by set-off cannot take place if the counterclaim is disputed.

11.5 Failure to comply with payment terms is considered a significant breach and entitles the seller to suspend further deliveries as well as to claim any receivable from the buyer, due or undue, paid immediately and indemnified.

11.6 Complaints do not entitle the buyer to withhold payment for deliveries made.

## **12. Right of Complaint**

12.1 Technicon provides a 12-month warranty, calculated from the delivery date.

### **13. Checking the delivered items**

13.1 Complaints must be made in writing and must be received by the seller no later than 6 working days after the delivery has taken place. For deficiencies and errors that cannot be detected by careful examination of the sold item, the complaint must be made no later than 6 working days after the error / defect by ordinary due diligence could have been discovered. Complaints must in any case have been made before the expiry of the deadline stated below. The complaint deadline applies to all kinds of deficiencies and errors and is unconditional, as the seller disclaims any responsibility for deficiencies and errors that may be complained about after the deadline expires, as well as in cases where the conditions listed below to remedy deficiencies are not met.

### **14. Remediating Deficiencies**

14.1 The seller is obliged to remedy any deficiencies due to defects in design, material, or manufacturing by repairing or replacing the material in accordance with items 14.2 - 14.15 below.

14.2 The seller's liability only covers deficiencies which appear within one year from the day the material is delivered. If the material is used more intensively than it has been agreed or if it is considered as presumed at the signing of the agreement, this period is shortened proportionately.

14.3 For parts that have been replaced or repaired in accordance with clause 14.1, the seller assumes the same obligations as apply to the original material for a period of one year. For the other parts of the equipment, the period referred to in item 14.2 shall be extended only by the period during which the equipment could not be used due to the deficiencies mentioned in item 14.1.

14.4 The buyer must give written notice of a deficiency to the seller without unfounded delay after the defect has appeared, and in no case later than 2 weeks after the deadline mentioned in clause 14.1 has expired, cf. clauses 14.3 and 14.14. The notification must contain a description of how the deficiency shows itself. If there is reason to believe that the deficiency may entail a risk of injury, such notice must be given immediately. If the buyer does not notify the seller in writing of a deficiency within the time limits specified in this clause, the buyer loses the right to make claims in connection with the deficiency.

14.5 After receiving written notice from the buyer in accordance with clause 14.4, the seller must remedy the deficiency without unfounded delay. The seller must bear the costs of this in accordance with the provisions of clauses 14.1 - 14.13

The repair is carried out by the buyer, unless the seller finds it appropriate that the deficient part or possibly the material is returned, so that the seller can carry out repair or replacement.

If dismantling and installation of the part requires special professional knowledge, the seller is obliged to carry out such dismantling and installation. If such special expertise is unnecessary, the seller's obligation regarding the deficient part is fulfilled when he has delivered a properly repaired or replaced part to the buyer.

14.6 If the buyer has given such notice, as mentioned in clause 14.4, and it turns out that there is no deficiency for which the seller is responsible, the seller is entitled to compensation for the work and costs incurred by the complaint.

14.7 If any dismantling and installation entails intervention in anything other than the material, the work and the costs thereof are borne by the buyer.

14.8 Any shipment in connection with repair or replacement must be made at the seller's expense and risk. The buyer must follow the seller's instructions on mode of shipment.

14.9 The buyer must bear the additional costs incurred by the seller in remedying deficiencies because of the equipment being located at a place other than the destination specified in the agreement or - if such is not specified - the place of delivery.

14.10 Deficient parts, which are replaced in accordance with clause 14.1, are placed at the disposal of the seller and become the seller's property.

14.11 If the seller does not fulfil its obligations under section 14.1 within a reasonable time, the buyer may give the seller a deadline in writing for the fulfilment. If the obligations are not fulfilled before the expiry of the stipulated time limit, the buyer may, at their own choice:

- a) have the necessary repairs carried out and / or have new parts manufactured at the seller's expense and risk, provided that the buyer does so in a sensible and reasonable manner, or
- b) require a proportionate reduction of price, however, not exceeding 15% of the agreed purchase price.

If the deficiency is significant, the buyer can instead terminate the agreement by written notice to the seller. The buyer also has the right to terminate the agreement if the lack of action as mentioned under a) remains significant. Upon cancellation, the buyer can claim compensation for the occurred loss, however, not exceeding 15% of the agreed purchase price.

14.12 The seller's liability does not include deficiencies caused by material provided by the buyer or by constructions prescribed or specified by the seller.

14.13 The seller's liability only includes deficiencies that arise under the working conditions stipulated in the agreement and during the correct use of the equipment.

The liability does not include deficiencies which are due to causes that have arisen after the risk has passed to the buyer. The liability does not include, for example, deficiencies due to inadequate maintenance, incorrect installation made by the buyer, changes made without the seller's written consent or repairs that the buyer has carried out incorrectly. Finally, the liability does not include normal wear and tear and deterioration.

14.14 Notwithstanding the provisions of clauses 14.1 –14.13, the seller's liability for deficiencies does not apply to any part of the equipment beyond 1 year from the beginning of the period mentioned in clause 14.12.

14.15 The seller has no responsibility for deficiencies other than those prescribed in items 14.1 - 14.14. This applies to any loss that the deficiency may cause, including operating losses, lost profits, and other financial consequential losses. This limitation on the seller's liability does not apply if the seller has been guilty of gross negligence.

## **15. Separate Guarantees**

15.1 If some of Technicon's suppliers/manufacturers provide a separate guarantee on their products, this guarantee is passed on in cases where it is clear that it is the supplier/manufacturer who provides the guarantee and is liable for this in relation to Technicon's customers. Thus, no claims can be made against Technicon because of the supplier's/manufacturer's guarantee.

## **16. Used Tools and Machines**

16.1 Used tools and machines are sold on a "caveat emptor" basis by the buyer without liability to the seller of any kind except fraud and misconduct.

## **17. Product Liability**

17.1 For product liability, the applicable rules in Danish law always apply

17.2 However, the seller is never liable for operating losses, lost earnings or other indirect losses.

## **18. Mandatory Legal Provisions**

18.1 The above sales, delivery and complaint provisions do not apply to the extent that they are or may conflict with mandatory legal provisions or legal practice. In that case, all other provisions retain their validity between the parties.

## **19. Returned Goods**

19.1 Notification of the desired return of goods must be made within 8 days of receiving them. Items can only be returned if a prior agreement with Technicon has been made and with a statement of the issued return number. The item cannot be processed without stating the return number. It is a prerequisite for any return that the product is in undamaged condition and returned in original packaging.

19.2 Returns of stock items where the seller has not made an incorrect delivery can only be made with Technicon's acceptance. Any return must be made at the buyer's expense to our central warehouse in Hobro. Crediting will be done with a deduction of 20% of the purchase price. Returns of procured goods (non-stocked goods) that Technicon's suppliers agree to return can be returned against a deduction of 20% of the purchase price.

19.3 Special tools made according to approved drawings cannot be returned.

19.4 Items made to order cannot be returned - regardless of whether they are included in a standard catalogue.