

General terms and conditions of sale and delivery

Sales contract, Dansk Maskinhandlerforening, March 2022

1. Terms of reference

- 1.1. The present general terms and conditions of sale and delivery (February 2012) apply to all sales contracts, unless otherwise agreed in writing.
- 1.2. This sales contract has been entered into by the vendor, a member of Dansk Maskinhandlerforening (vendor) and a business owning purchaser (purchaser).
- 1.3. If the purchaser does not agree to the content of the sales contract, he must put forward his objections no later than 5 working days from entering into the contract and no later than upon delivery.
- 1.4. Subsequent contracts are only valid if they have been entered into in writing by both parties. If the sales contract deviates from the wording of the order confirmation, the sales contract takes precedence over the order confirmation.

2. Prices

- 2.1. Prices of items not to be delivered immediately are agreed upon subject to no changes related to public taxes, customs duties, exchange rates, price increases, specification adjustments, printing errors etc. taking place.
- 2.2. In case of such changes, the vendor has the right to adjust the purchase price to reflect such changes.

3. Delivery and risk

- 3.1. Unless otherwise agreed by the parties, delivery takes place from the vendor's business address.
- 3.2. If it has been agreed that the vendor ships the article, the purchaser must cover all transport and shipping charges, plus insurance if relevant. The purchaser is responsible for the risk of the articles disappearing or being damaged once the articles have left the business address of the vendor.
- 3.3. The purchaser is obliged to collect all purchased articles within 6 days from the vendor informing the purchaser that the articles are ready to be collected.
- 3.4. If the agreed time of delivery is delayed due to conditions caused by the purchaser, the vendor has the right to change the order to a special purchase and inform the purchaser of this. Following this, the vendor has the right to forward the invoice, no matter whether the purchaser has collected the articles as agreed or not.

4. Vendor's liabilities in case of delay

- 4.1. Unless otherwise explicitly described in the terms of reference, the time of delivery defined by the vendor is approximate. The vendor may require the time of delivery to be adjusted in case of any change or addition to the order.
- 4.2. A delay does not give the purchaser the right to annul the deal, unless such a delay exceeds 60 days.
- 4.3. The purchaser cannot claim damages related to operational loss, time loss, loss of profits or any other indirect loss as a consequence of a delay caused by the vendor or the annulment of the contract caused by the purchaser, unless the purchaser is able to document that such a delay has been caused by gross negligence by the vendor.
- 4.4. The vendor cannot be forced to pay damages exceeding DKK 100,000 in total related to a delay for each sales contract.
- 4.5. In case of a delay or if delivery is made impossible due to circumstances, including but not limited to strike actions, lockout, fire damages, lack of means of transport, defects or delays caused by subcontractor services, that cannot be blamed on the vendor, and which the vendor is unaware of at the time of entering into the sales contract, the vendor is not responsible for any subsequent direct or indirect losses on the part of the purchaser.
- 4.6. Delays caused by the reasons mentioned in article 4.5, only give the purchaser the right to annul the contract if the purchased goods have not been delivered no later than 8 days before the relevant purchaser wanting to use such goods.
- 4.7. The vendor's obligation of delivery is suspended during the duration of the delivery hindrance, see article 4.5, and the vendor has the right to annul the purchase once the delivery hindrance has lasted for more than 60 days, in which case the purchaser does not have the right to claim damages of any kind.

5. Service, complaint and defects

- 5.1. The purchaser is obliged to carefully adhere to the instructions defined in the documentation provided by the vendor, including brochures, manuals and other written or oral information from the vendor, regarding the use and maintenance of the purchased goods.
- 5.2. Upon receipt and prior to using, adjusting or processing the purchased goods, the purchaser must check whether or not they are of the agreed quality and volume, and whether the goods are faulty.
- 5.3. If the purchaser concludes that the purchased goods do not fulfil the contract, the purchaser must immediately file a written complaint to the vendor, including a description of the defect. The vendor must receive such a complaint related to defects no later than 14 days from the day when the defect was or should have been identified by the purchaser.
- 5.4. Unless otherwise agreed in writing, when purchasing new articles, including machines, electrical systems, tyres and hoses, each single claim for defects, no matter the type, must be presented no later than 12 months from the date of delivery and no later than 6 months from the date of delivery for sale of new parts. In case of seasonal equipment delivered before the next relevant season, this time limit starts by the beginning of the next relevant season.
- 5.5. In terms of new articles, the vendor agrees to exchange parts deemed to be defect due to material, installation or production errors within the time limit of 12 months. Exchange will not take place if the defect is due to the purchaser not adhering to the instructions provided by the vendor, see article 5.1, if an exchange is based on normal wear and tear, if spare parts other than the original spare parts recommended by the vendor have been used, or if repair work has been carried out by other workshops than those approved by the vendor.
- 5.6. Expenses occurring as a result of a legitimate claim are covered by the vendor. However, the vendor is not obliged to cover the installation costs in cases where installation is usually carried out by the purchaser. If the

purchaser has had any accessories installed following the delivery, the purchaser must cover any additional expenses caused by such accessories in connection with repair of defects. The vendor reserves the right to invoice the purchaser any expenses related to an unjustified claim

- 5.7. If defects are identified which can be claimed against the vendor, the vendor has the right to and is obliged to, within a reasonable time period, carry out an exchange, rectify the defect or provide the purchaser with a proportional reduction of the agreed purchase price.
 - 5.8. The purchaser cannot claim damages related to operational loss, time loss, loss of profits or any other indirect loss as a consequence of defects or the annulment of the contract caused by the purchaser, unless the purchaser is able to document that such a defect has been caused by gross negligence by the vendor.
 - 5.9. The vendor cannot be forced to pay damages exceeding DKK 100,000 in total related to a defect for each sales contract.
 - 5.10. If the vendor initiates negotiations with the purchaser regarding the identification of an amicable solution to a claim, this does not imply that the vendor has approved the claim. For this reason, the vendor is still entitled to maintain all agreed warranty periods and limitations of liability towards the purchaser.
- ### 6. Used machines/exchanged machines
- 6.1. In case of selling or exchanging used articles, including machines, spare parts etc., they are considered sold as seen and do not imply any type of liability or right of complaint, see also terms below.
 - 6.2. If the selling party has not adhered to his loyal duty of disclosure or if the machine etc. is in a significantly worse state than what was to be expected considering the price and all other conditions, article 6.1. does not apply.
 - 6.3. In case of selling or exchanging used machines and identification of a defect, the purchasing party has a right of complaint for a maximum of 4 months as of date of delivery.
 - 6.4. Unless otherwise agreed, the purchaser vouches for the mileage/number of operational hours and year of production of the sold/exchanged machine, and for the fact that the machine is unencumbered.
 - 6.5. In case of a sale involving the exchange of used articles, the vendor reserves the right to apply for potential subsidies related to energy efficiency.

7. Payment

- 7.1. Unless otherwise agreed, payment must be made in cash upon delivery.
 - 7.2. If the agreed time of payment is not adhered to, the purchaser must pay a default interest of 1.5% for each new month as of date of delivery and until payment has been made, plus a fee of DKK 300 for each written payment reminder.
 - 7.3. The vendor reserves the right to in advance use the purchaser's payments to cover any interests and expenses related to the purchased articles that must be paid by the purchaser, including insurance premiums and any type of expenses related to repairs and spare parts. If a payment is used in such a way, this does imply negligence of the purchaser's obligations as the agreed instalment agreement will be extended correspondingly in accordance with the Danish Credit Agreements Act, § 28, art. 3.
- ### 8. Credit purchase, retention of title and insurance obligation
- 8.1. The vendor reserves the right of retention of title related to the sold article until the purchase price, interests, expenses etc. have been paid in full.
 - 8.2. If the purchase involves a credit, the purchaser is obliged to sign the sales contract, insurance request etc. prior to delivery upon request. The purchaser is obliged to take out any required liability insurance, comprehensive insurance and fire insurance, and he is, upon request, obliged to document the adherence to this clause by presenting relevant insurance policies and receipts for paid premiums. The purchaser must ensure that the vendor is covered by a potential insurance sum until the purchased article has been paid in full. The purpose of such an insurance sum is to in advance cover the balance in the vendor's favour, in case it is not used to pay for repairing the purchased article.
 - 8.3. The purchaser must keep the purchased article in a proper and safe state and he must allow the vendor to inspect the purchased article.
 - 8.4. The purchaser does not have the right to sell, pawn or in other ways use the purchased article in a way that provides a third party with rights to the article. If the purchased article is let or loaned, the purchaser is obliged to take out all relevant and extended insurances, see article 8.2.
 - 8.5. Without obtaining a written content from the vendor in advance, the purchaser must not hand over the purchased article to others for the purpose of repair, unless such repair work is paid for in cash.
 - 8.6. In case of a permanent change of address, the purchaser must inform the vendor of this change immediately.

9. Product liability

- 9.1. Unless otherwise agreed in writing, the vendor's liability in terms of material damages cannot exceed DKK 2 million.
- 9.2. The purchaser and the vendor agree that the vendor can never become liable to an extended product liability exceeding the rules contained in the Product Liability Directive.
- 9.3. The vendor is only then responsible for damages if he has acted with gross negligence.
- 9.4. Notwithstanding articles 9.1-9.3, the vendor is never responsible for indirect losses, including capital loss, operational loss, loss of profits, time loss etc., unless the purchaser is able to document that such a loss has been caused by gross negligence by the vendor.
- 9.5. If claims are filed against the vendor by a third party based on the purchaser buying, extending, altering, scrapping, disposing of, selling, lending, letting, leasing or otherwise using the sold machine, the purchaser is obliged to indemnify the vendor to the extent that such a liability exceeds the limits defined in articles 9.1-9.4.
- 9.6. Both the purchaser and the vendor are obliged to allow a lawsuit against them at the same venue that is handling a product liability case against the other party.

10. Disputes

- 10.1. Disputes about or in connection with this contract must be solved according to Danish laws through lawsuits at the district court in the jurisdiction of the vendor.