

Vers. 10 (15.03.2023)

General Sales and Delivery Conditions

1 APPLICATION

- 1.1 These general sales and delivery conditions (hereinafter "These Terms" or "The Terms") apply to all sales from DESMI companies ("DESMI") to the customer ("the Customer"), unless expressly waived or modified by another written agreement.
- 1.2 Special conditions governing purchasing or specific requirements applied by the Customer (e.g., in the Customer's order or purchasing conditions) are not binding on DESMI, unless DESMI has expressly declared compliance with them in writing.
- 1.3 A DESMI quote is not binding unless it has been confirmed in an order confirmation from DESMI according to These Terms. The Customer cannot amend or cancel an order once it has been received by DESMI, unless DESMI has accepted the amendment or cancellation in writing.

2 TERMS APPLICABLE FOR THE FOLLOWING DELIVERIES

- Delivery of goods ORGALIME S2022 is applicable
- Delivery of goods and installation ORGALIME S114 is applicable
- Maintenance ORGALIME M17
- Repair ORGALIME R17

The above-mentioned agreements concerning delivery are, furthermore, valid, with the modifications stated in These Terms, including:

2.1 Delivery condition:

Ex Works (Incoterms 2020).

2.2 Early delivery:

DESMI is entitled to make delivery up to five (5) working days before the agreed delivery date without prior notice to the Customer.

2.3 Part-delivery:

DESMI is entitled to make part-delivery. DESMI will pay any extra costs for shipping and packaging.

2.4 Defects:

In the event the Customer reports a defect before the applicable deadline for complaints, the Customer shall send the product to DESMI by agreement with an advice note stating the nature of the complaint. Shipping and insurance shall be paid by the Customer. The product shall be returned without accessories fitted. Alternatively, the customer must acquire a remediation via DESMI onsite service. In that scenario the Liability for Defects covers spareparts and hours for remediation only – all other expenses are covered by the customer e.g., travel cost, travel time, etc.

If the Customer has claimed a defect and it transpires that no such defect exists that is the liability of DESMI, DESMI is entitled to charge a fee for any work performed in accordance with the price list in effect at that time for consultancy work, service etc. Shipping and insurance for returning the product shall be paid by the Customer.

If DESMI finds a defect for which it is liable, the repaired or a replacement product will be sent to the Customer. Parts replaced or the faulty product will be retained by DESMI. DESMI shall select the form of and pay for shipping and insurance. The Customer cannot raise any further claims against DESMI as a result of faulty products.

If a defect is claimed for which DESMI can be held liable and DESMI agrees to repair it at the Customer's premises, the Customer shall pay any extra costs incurred by DESMI as a result, including travel expenses, waiting time, board and lodging, labour costs etc., according to DESMI's price list in effect at the time.

2.5 Payment:

The agreed purchase price is due for payment at the time the order is placed.

2.6 Transfer of risk:

Ex Works (Incoterms 2020).

2.7 Prices:

All prices are net, excluding insurance, shipping, packing and packaging, customs duties, any expenses for special documentation and taxes, unless otherwise agreed. If any taxes or duties are increased, or currency exchange rates fluctuate before delivery, the price will be adjusted accordingly.

2.8 Penalty interest:

In the event of late payment in relation to the agreed payment terms, DESMI is entitled to charge penalty interest at: 1.5% per month or part thereof.

2.9 Delivery:

If delivery cannot be made on the agreed delivery date, and this is not the fault of DESMI, DESMI will keep the goods in stock according to its own standards. Postponement lasting more than 14 days will incur a charge of 1.5% of the total order value per month or part thereof. The goods will not be delivered or shipped before that amount is paid.

In addition to the terms being evident from the relevant ORGALIME document it is to be noted that an agreed delivery date from DESMI's side is conditional on that all materials, documentation, and any other information, which is needed for the delivery of the service, must be in DESMI's possession at the agreed date at the very latest, and if such a date has not been agreed, then at the date determined by DESMI.

2.10 Product inspection/test:

Any inspection or testing referred to in the order shall be performed at the production site within normal working hours.

2.11 Credit rating:

DESMI will obtain a credit rating for the Customer when an order is placed. If the rating is unsatisfactory, fulfilment of the order is contingent on the Customer providing surety for payment, either in the form of a bank guarantee or payment in advance.

2.12 Technical details, guides etc.:

Product information, illustrations and technical data are intended as guidance only. DESMI's details are only binding when separately, specifically agreed in writing.

The Customer bears full responsibility for selection of the level of performance, including that the Customer can achieve the expected results and functionality, and that the product works in the Customer's existing or intended operating environment.

Specific requirements made by the Customer can only be binding if confirmed in writing by DESMI.

2.13 Proprietary rights:

As a special supplement to the agreed proprietary rights laid down in ORGALIME S2022, -SI14, -M17 and -R17, proprietary rights according to German law for goods to be sold in Germany are subject to the conditions under "erweiteter Eigentumsvorbehalt" and "verlängerter Eigentumsvorbehalt".

2.14 Export controls, sanctions, and observance of the rules:

The Customer's attention is drawn to the fact that the products can be subject to European and/or American rules on export control, sanctions or other laws and rules pertaining to export (collectively referred to as "the Rules"). The Customer guarantees observance of the Rules, and declares that it will refrain from selling, transferring or supplying (directly or indirectly) DESMI's products or parts of the same, along with related documents to any person or organisation in violation of the Rules.

The Customer declares that neither the Customer itself nor its executives, directors, legal entities or any other person/entity involved in a transaction with DESMI in the role of e.g. haulier, end-customer, consultant, agent, etc., is listed on any sanction lists for the EU, U.S. or other countries.

The Customer declares that it is not involved in any activities that could expose DESMI to any risk of sanctions and fines according to any legislation, including (but not limited to) rules on bribery, corruption, anti-competitive activities and money-laundering.

The Customer shall compensate and indemnify DESMI against any claim, obligation, sanction, fine and cost arising from claims, legal proceedings and allegations arising due to the Customer's failure to observe this provision.

If the order is intended for export, DESMI's quotation and order confirmation will be contingent on the appropriate export licence issued by the authorities. The final delivery date will depend on the availability of such an export licence.

If the Rules are revised in a manner that correcting defects or provision of any service undertakings/sale of spare parts will violate them, DESMI shall be relieved of such undertakings.

2.15 Rights pertaining to complaints:

In the event of a complaint, the Customer shall forward proof of delivery/handover date to DESMI for the product or service to which the complaint refers.

2.16 Limitation of liability:

DESMI cannot be held liable, regardless of the basis of any claim and degree of alleged negligence, for consequential damage or indirect loss such as operating loss, loss of profit, consequential loss, loss of goodwill, failure to achieve expected savings etc.

DESMI's liability does not extend to damage or injury that could have been foreseen at the time the order was placed.

DESMI's total liability for any loss or damage (regardless of whether due to delay, advice and/or faults) and unless DESMI's liability is specifically disclaimed, is *limited to the amount the Customer has paid for the product or service* (or lack of the same), to which the claim refers. Regardless of the value of payment for the product or service, DESMI's total liability cannot exceed DKK 1.000.000,00

2.17 Force Majeure:

DESMI cannot be held liable for non or delayed fulfilment of orders due to Force Majeure, meaning any of the following circumstances: war, riots, civil unrest, government intervention or intervention by the public authorities, fire, strikes, lockouts, export- and/or import bans, mobilisation, vandalism, currency restrictions, epidemic, computer virus, hacking, natural disasters, extreme weather conditions, labour shortages, energy and water supplies or any other cause which DESMI is unable to control, avoid or predict.

If complete and prompt delivery is temporarily prevented by one or more of the circumstances above, delivery will be postponed for a period corresponding to the duration of the situation, plus a period that is reasonable in the light of the circumstances for a return to normal. Delivery within the postponed delivery time shall be regarded as delivery on time in all respects.

2.18 Corona (COVID-19):

DESMI cannot be held liable for non or delayed fulfilment of orders due to COVID-19.

If complete and prompt delivery is temporarily prevented, directly or indirectly, by COVID-19, delivery will be postponed for a period corresponding to the duration of the situation, plus a period that is reasonable in the light of the circumstances for a return to normal. Delivery within the postponed delivery time shall be regarded as delivery on time in all respects.

2.19 Jurisdiction and Choice of Law:

Any dispute between DESMI and the Customer shall be resolved according to Danish law. However, this choice of law shall exclude the rules on international civil law under Danish law. Cases shall be brought before the municipal court in Aalborg, Denmark, agreed as court of venue.