

General Sales, Delivery and Warranty Terms; Sihm Højtryk A/S

1. USE

1.1 These General Sales, Delivery and Warranty Terms ("Terms") apply to all offers, orders and deliveries from Sihm Højtryk A/S to business customers unless otherwise agreed in writing.

1.2 Any terms from Buyer only applies in whole or partial if these have been agreed to in writing by Sihm Højtryk A/S

2. OFFERS AND ORDER.

2.1 All offers are valid for 30 days from date of offer unless otherwise indicated.

2.2 Any deal is entered only when so confirmed in writing by Sihm Højtryk A/S and any payment, in part or complete, has been received.

2.3 Annexes to offers such as drawings, pictures, brochures, price lists et are only indicative and only obligating by written confirmation. Seller reserves the right to make design changes.

2.4 Seller reserves the propriety of offers, drawings and other documents and these may not be handed to third party without written consent of the Seller.

3. PRICES.

3.1 All prices are excluding VAT, any governmental charges and freight unless otherwise clearly stated.

3.2 Sihm Højtryk A/S reserves the right to regulate prices due to currency fluctuations, commodity prices, salary increases or other circumstances outside the control of Sihm Højtryk A/S.

4. TERMS OF PAYMENT

4.1 Payment must be made as per terms stated on invoice.

4.2 In case of late payment an interest rate of 2% p.a. over the Danish National Bank discount rate will be added.

4.3 Should it be agreed that part of the purchase price is not due for payment before hand over to purchaser, the delivered goods and services will remain the property of the seller until paid in full. Reservation of propriety includes supplies and services such as accessories, spare parts, repairs, etc., which seller subsequently supplies / renders, if they are related with the initial deliveries / services.

4.4 Remaining purchase price, plus interest and costs, are immediately due for settlement in the following cases:

- a) If buyer is in arrears as described so in the Danish Kreditaftalelov § 29; "Non-payment of instalment for more than 30 days after due date covering min 1/10 of the total selling price or several instalments totaling min 1/20 of the selling price."
- b) If buyer sells or vacates the property to where the goods sold is located, or subject to distrains herein or included as usable mortgage.
- c) If the buyer is declared bankrupt, goes into liquidation, seeks debt settlement, or buyer's estate is esteemed as an insolvent estate.
- d) If the buyer fails to maintain the insurance, fails proper maintenance of the purchased item, or by use of it undermines the value beyond what is the case in normal use.

5. DELIVERY AND DELIVERY TIME

5.1 All deliveries are EXW Sihm Højtryk's address as per incoterms 2020, unless otherwise agreed, Risk is transferred to purchaser once goods are handed over to transporter.

This also applies should Sihm Højtryk A/S book transport on behalf of the purchaser. Transports are performed in accordance with the CRM legislation.

Delays due to transport damage are excluded.

5.2 Orders are delivered when goods leave the premises of seller or when goods are reported as being ready for collection.

Delay of collection of goods from purchaser does not justify delay of payment. Any storage costs are to be covered by purchaser.

5.3 Sihm Højtryk A/S cannot be held liable for any delays caused by any incident outside the control of seller (force majeure).

6. RISK AND RECEIPT OF GOODS

6.1 Purchaser must immediately upon receipt of goods examine these for faults or damages.

6.2 Any complaints must be forwarded in writing to seller no later than 7 calendar days after time of finding.

7. WARRANTY.

7.1 The warranty period for new products is 12 months / 1000 hours, whatever happens first from seller's delivery date and covers construction defects, material defects or poor workmanship, or similar.

7.2 Sihm Højtryk A/S commits to at their own discretion to re-deliver, repair or credit parts under warranty, providing that parts are under warranty and that rectification is performed by purchaser. Parts are returned free of charge to seller.

7.3 Warranty claims notified in writing to seller. Replacement parts are the property of seller.

7.4 Warranty covers normal use in one shift and does not cover in case of misuse, improper maintenance, improper installation, in case of broken fuses, in case of intervention or alteration performed by buyer or any third person, overload, unsuitable consumables (water, electricity, oil and chemicals) etc.

7.5 The warranty does not cover wear parts.

8. PRODUCT LIABILITY.

Seller waives all claims concerning indirect loss, such as but not limited to; operational loss, loss of profit or consequential damages. Seller cannot be held liable for any damage performed by goods delivered.

- a) Real estate or moveable property damaged while delivery is in the possession of the purchaser
- b) On products manufactured by purchaser, or products in which these are used, or damage to real estate or moveable properties, as a result of the delivery.

Seller's total product liability is limited to DKK 10.000.000 and the liability of the seller and cannot be held responsible for any claims raised later than 1 year after delivery of goods.

Should Seller receive any claim related to product liability from third party, purchaser is obliged to indemnify seller for any demand as per above or exceeding DKK 10.000.000, as well as cover seller's reasonable expenses in defense hereof.

Seller is under no circumstances liable for any losses, direct or indirectly at purchaser or customers of purchaser or user of seller's deliveries.

Purchaser is obligated to inform seller immediately, should third party present claim based on damages where the product of the seller has been involved.

Purchaser is obliged to accept proceedings at court that handles claims raised against them on the basis of damage allegedly caused by the delivery.

9. TERMINATION OF AGREEMENT

The seller is entitled to terminate the entered agreement in case of Buyer's insolvency, bankruptcy or other provable lack of ability to pay, ie. negative credit information.

10. FORCE MAJEURE

9.1 Sihm Højtryk A/S cannot be held liable for any delays caused by any incident outside the control of seller, hereunder, but not limited to; war, natural disasters, strike, fire, epidemic, import / export ban, IT breakdown / cyber-attack or delivery failure from sub-supplier.

11. GOVERNING LAW AND JURISDICTION

Any dispute between the parties is to be settled in accordance with Danish Law and at the jurisdiction of Sihm Højtryk A/S

12. VALIDITY OF THIS DOCUMENT.

This document is a translation of the Danish original, in case of differences, bad translations or shortages in comparison to the original, the Danish original shall be valid.