

**1. APPLICATION**

- 1.1 The general terms of sale and delivery below shall apply in the absence of any other agreement in writing between the parties.

**2. ADVICE AND QUOTATIONS**

- 2.1 Quotations remain open for 90 days from the date of offering, subject to the goods being unsold.
- 2.2 Comadan reserves the right to alter or cancel any quotations for which an order has been placed after the expiry date.

**3. ORDER**

- 3.1 No final agreement exists between the parties until Comadan has given its acceptance by way of a confirmation of order.
- 3.2 In the event that Comadan's confirmation of order does not agree with the purchaser's order, the latter must raise a complaint without delay. Failing that, the purchaser will be bound by the contents of the confirmation of order.

**4. PRICES**

- 4.1 The prices of Comadan quotations, confirmations of orders and contracts are current prices excluding VAT and taxes. Comadan reserves the right to adjust the prices in the event of major changes in production costs, wages, raw material or sub-suppliers' prices, rates of exchange, bank rates and any other factors beyond Comadan's control, cf. par. 11.

**5. TIME OF DELIVERY**

- 5.1 The time of delivery will appear from the written order confirmation, provided that all technical details and formalities concerning the execution of the order are available. If not, the time of delivery shall be calculated from the date when all matters are settled.
- 5.2 In the event that delivery is not made at the time of delivery confirmed by Comadan, the purchaser shall be entitled to a penalty amounting to 0.5% for each week of delay, nevertheless not exceeding 5% of the value of the whole delivery affected by the delay. This is the maximum penalty that the purchaser may claim against Comadan for late delivery.
- 5.3 If delivery has not taken place within 30 days of the date of delivery, the purchaser is entitled upon written announcement to Comadan to cancel that particular part of the purchase.
- 5.4 If the purchaser fails to take delivery of a complete consignment or parts thereof on the date agreed upon and provided that there is no agreement to the contrary, the purchaser shall be obliged to effect payment as if delivery has been made. Furthermore, Comadan shall be entitled to cancel the contract and claim damages from the purchaser for any loss inflicted on Comadan by the purchaser's negligence.
- 5.5 In the event that a delay in delivery is caused by one of the factors mentioned in paragraph 11 or by the purchaser's act or omission, the time of delivery shall be prolonged correspondingly.

**6. TERMS OF DELIVERY**

- 6.1 All deliveries, are delivered Ex Works (cf. Incoterms 2010 EXW), unless otherwise agreed in writing.

**7. TERMS OF PAYMENT**

- 7.1 Payment shall be effected pursuant to the agreed terms.
- 7.2 Comadan reserves the right to make delivery subject to guaranteed payment.
- 7.3 Comadan shall retain ownership of the article until payment in full has been effected. If the purchaser fails to effect payment, Comadan shall be entitled to take back the article.
- 7.4 It follows from paragraph 6 that all costs related to transport of services and serviced products, such as freight, insurance, etc. shall be payable by the purchaser. Any disbursements made by Comadan will be debited in the invoice.

- 7.5 If the purchaser fails to effect payment in due time, Comadan shall be entitled to charge a 2% interest per month or part of month after due date.
- 7.6 If the purchaser fails to effect payment in full and in due time, Comadan shall be entitled to cancel the contract, by notifying the purchaser in writing, or retain the order in whole or in full. In this connection, Comadan shall be entitled to change the terms of payment for future orders without prior notice.

**8. WARRANTY AND DEFECTS**

- 8.1 All products delivered by Comadan are guaranteed against product and material defects, which are not the result of ordinary wear and tear, for a period of 12 months from the date of delivery. This warranty shall only be valid if the product is installed correctly in accordance with Comadan's installation instructions and accepted codes of good practice.
- 8.2 If, during the warranty period, a material or production defect is shown in any part of a Comadan product, Comadan undertakes to repair the product, and replace components where necessary, as soon as possible within normal working hours in our own workshop. The components will be replaced free of charge, but the cost of transport to and from Comadan as well as installation shall be paid by the end-user.
- 8.3 Comadan reserves the right to refuse to repair products polluted by poisonous media or other environmentally harmful substances.
- 8.4 Immediately upon receipt of the consignment, the purchaser must make sure that all parts are intact and in compliance with his order.
- 8.5 The purchaser shall only be entitled to claim damages for short or faulty delivery if the claim is raised without delay on receipt of the order.
- 8.6 No damages can be claimed from Comadan for losses, expenses or costs incident to taking delivery, reordering, repair or removal of or other measures taken in relation to defective Comadan products or products in which Comadan products form part.
- 8.7 Comadan shall not be liable for any trading loss, loss of time or profit or any similar direct or indirect loss.

**9. RETURN OF NEW AND UNUSED GOODS**

- 9.1 The purchaser shall only be entitled to return products following prior acceptance by Comadan. The products must be in original, undamaged packing and be marked with a return number taken out by Comadan. When requesting a return number, the Customer must refer to an invoice or delivery note number. The products shall be returned to Comadan for the purchaser's own account and risk. Any products returned to Comadan without a return number will be refused and returned to the consignor.
- 9.2 Comadan must receive any returns not later than 10 working days after receipt of the return number by the purchaser, after which date the agreement will lapse automatically.
- 9.3 A return fee of minimum 30 % of the net purchase price will be charged for all standard products. Special purpose products and products which has been provided specially for the customer are not returnable. No products will be accepted for return after a delay of three months of the original time of delivery.

**10. PRODUCT LIABILITY**

- 10.1 Comadan shall be indemnified by Buyer to the extent that Seller is liable to third parties for such damage or loss as Comadan under clause 10.2. and 10.3 is not responsible to the Buyer.
- 10.2 Comadan shall not be held liable for any damage to real and personal property, which occurs while the products are in the possession of the purchaser. Nor shall Comadan be held liable for damage to products fully manufactured by or including parts manufactured by the purchaser.

10.3 Under no circumstances shall Comadan be held liable for any trading loss, loss of profits or any other consequential financial loss. In the event that a third party makes a claim for damages for any such loss against either of the contracting parties, this party shall notify the other without delay.

#### **11. EXEMPTION FROM LIABILITY**

11.1 Comadan shall be entitled to cancel the order by notifying the purchaser in writing if fulfilment is impossible within a reasonable period of time because of war, strike, lockout, political conditions or other incidents of force majeure beyond Comadan's control. The same applies in case of delayed or faulty delivery from a sub-supplier. In the event of such incidents, Comadan shall not be liable to pay damages to the purchaser.

#### **12. LIMITATION OF LIABILITY**

12.1 Comadan is not liable, in contract, tort (including negligence), breach of statutory duty or otherwise, for loss of production, loss of turnover, loss of profit, loss of business opportunity, loss of data, loss of savings, loss of goodwill or any other indirect or consequential losses of any kind whatsoever arising under or in connection with the agreement or a breach hereof.

12.2 Comadan's total liability towards the customer in respect of all losses or damages arising under or in connection with an agreement (cf. clause 3) and the cooperation hereunder, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall under no circumstances exceed 15% of the amount paid by the customer under the agreement.

12.3 The limitations in clause 12.1-12.2 does not apply to Comadan's liability for personal injury or death under the rules on product liability.

#### **13. INTELLECTUAL PROPERTY RIGHTS**

13.1 Ownership. The full ownership of all intellectual property rights relating to products, spare parts and related services, including patents, designs, trademarks and copyrights, belongs to Comadan.

#### **14. DRAWINGS AND DESCRIPTIONS**

14.1 Any information of weight, dimensions, capacity, price, technical and other data given in catalogues, leaflets, circular letters, advertisements, pictures and pricelists is approximate and shall only be binding on Comadan when specific reference is made to a particular piece of information.

14.2 All drawings and descriptions supplied shall remain the property of Comadan and may not be copied, reproduced, passed on to or in any other way communicated to a third party without written permission from Comadan. The right to use of drawings and descriptions necessary for the proper installation, starting, operation and maintenance of the supplied products shall pass to the purchaser. However, Comadan may demand that these data are treated as confidential information.

#### **15. TESTING**

15.1 All Comadan products are subject to inspection and standard testing prior to dispatch from the factory. If you need a test certificate, you must book the test certificate when placing your order, the certificate will – against payment – be delivered with your shipment. The certificate is proof that the product ordered are manufactured in accordance with Comadan's specifications.

#### **16. IoT – INTERNET OF THINGS**

16.1 If the Product is designed to communicate with Comadan's cloud, marked as an "IoT Product", the Product will be designed to deliver data, such as operating hours and alarms to Comadan's cloud. Customer hereby accepts that the data will be accessible by Comadan (which may retain a copy of the data). The data will be accessible by Customer if Customer has entered into a separate agreement on the delivery of digital services. Customer hereby accepts that the IoT Product when powered up may automatically connect to Comadan's cloud, and any database rights to such data will be owned by and automatically be transferred to Comadan. Consequently, Comadan may collect, process and retain as owner any data (as regards personal data however, anonymized if required by applicable law) and to use and disclose such data for the purpose of developing digital services and products. Amongst other things, Comadan may use the collected data to deliver services to Customer, learn about the performance of products, statistical purposes, development and optimization of current and future products and services

16.2 Customer shall ensure, that the rights and obligations of this Clause 15 will be implemented in its contractual relationship with its customers and must further ensure that its customers at any time implement the said rights and obligations in their contractual relationships with their customers.

#### **17. SETTLEMENT OF DISPUTES**

17.1 Applicable law. Any dispute between the parties arising from the agreement and matters related thereto shall be settled in accordance with Danish law.

17.2 Jurisdiction. Disputes shall be settled exclusively by the Danish courts at the court in Randers.