

# SALES AND DELIVERY CONDITIONS FOR SCANIRO A/S



## 1. Scope:

These terms of sale and delivery are used for all offers and deliveries unless otherwise agreed and at the same time confirmed by SCANIRO A/S, CVH-No. 32 06 88 20 hereinafter called "SCANIRO".

## 2. Offer:

SCANIRO's offer is only binding for 30 days from the date of the offer, and will lapse if no written acceptance from Buyer has been sent before. If Buyer's acceptance contains alterations to the offer, SCANIRO is no longer bound by his offer, which will subsequently lapse, and SCANIRO is not obliged to send a new offer.

## 3. Order:

SCANIRO is not committed until SCANIRO has sent its order confirmation. Cancellation of an order can only take place in accordance with agreement and only against full payment of the expenses incurred. Thus, special conditions specified in Buyer's order and the drawing documentation related to it are only binding on SCANIRO if SCANIRO explicitly and in writing has confirmed this. The parties mutually accept that quantitative changes may occur in the delivered items relative to the quantity mentioned in the order confirmation. If drawings, specimens/material samples, special components, or other documentation agreed delivered by Buyer for the correct and complete performance of the tasks have not been received by SCANIRO no later than at the time of the issue of the order confirmation, the time of delivery will be postponed without notice. This also applies to changes made by Buyer during the performance of the order, and which have been accepted by SCANIRO.

## 4. Drawings and descriptions:

Rights to all drawings and technical documents related to the products or the manufacture of them which before or after conclusion of the agreement are delivered from SCANIRO to Buyer, belong to SCANIRO. Such drawings and documents must not be used for other purposes than Buyer's sale of products without consent from SCANIRO. Without consent from SCANIRO the material mentioned must not be used, copied, reproduced, delivered, or in any other way be brought to the knowledge of a third party.

SCANIRO only assumes responsibility for the construction and/or calculations concerning the products produced by SCANIRO if this has been agreed in writing and expressly between Buyer and SCANIRO.

## 5. Price:

All prices, including prices in accordance with the pricelists prepared by SCANIRO, are current prices, excl. VAT and packaging and any public charges that may accrue between submission of offer and delivery. Depending of the nature of the goods, order size and longer time of delivery as well as purchase of special raw material, price regulations may occur. SCANIRO reserves the right at 30 days' notice to change price lists and catalogue material.

The price is excl. work that may accrue as a consequence of the material delivered by Buyer being insufficient, overtime that may accrue as a consequence of the work having to be performed quicker than usual, storage of finished work, and the property right of manufactured tools, although Buyer has paid part of it.

If, during the time prior to delivery, increases of more than 10% occur in production- and delivery costs as well as suppliers' prices, SCANIRO is entitled to adjust the price for such documented cost increases.

Likewise, the price is based the current exchange rates at the time of placing the order. Changes in exchange rates of more than 5% therefore entitles SCANIRO to adjust the price accordingly. All raw materials and components are purchased according to prognoses or expectations expressed by Buyer. If Buyer ceases to market and sell products of which SCANIRO's delivery is part or form a whole, or if the raw material and the purchased components have not been used within 2 stock-countings at SCANIRO's warehouse, the purchased raw material and components which are part hereof shall be calculated and invoiced to Buyer. Likewise, any paid tool costs and other development costs will be invoiced to Buyer.

## 6. Delivery:

Delivery is by INCOTERMS 2020, EX WORKS (EXW), Håndværkevej 10, DK-9690 Fjerritslev, after which Buyer – when the product is finished and ready for delivery – bears the risk and all costs in connection with the delivery, including transport costs. It follows from this that Buyer – when the product is finished and ready for delivery – bears the risk and all costs in connection with the delivery, including transport costs. Buyer is obliged – well in time – to provide information about what means of shipping Buyer wants to use. Otherwise, SCANIRO is entitled to choose means of transport and transport route at Buyer's expense.

If it is agreed between SCANIRO and Buyer that SCANIRO shall arrange transport on behalf of Buyer from SCANIRO's address to an address indicated by Buyer, the following conditions apply: Means of transport and transporter/forwarder is selected at the discretion of SCANIRO unless otherwise expressly agreed. No matter that SCANIRO arranges transport on behalf of Buyer, the transport clause EXW is maintained. SCANIRO assumes no independent responsibility for transport and any transport damage and/or delays during or in connection with the transport. Buyer cannot make any claim for damages against SCANIRO in connection with the transport, but Buyer enters into SCANIRO's legal position in relation to the transport and any forwarder, including limitation of liability that might be agreed pursuant to the CMR Act and/or NSAB 2015. Buyer pays all costs in connection with the transport, including any transport insurance. SCANIRO will invoice Buyer separately for the costs paid by SCANIRO relating to transport.

The times of delivery are approximate and based on normal production time when all information, raw materials, and components, etc., are available for production at SCANIRO's address. The time of delivery is indicated on the order confirmation.

All delivery times are indicated by SCANIRO unless otherwise expressly agreed at the latest time for delivery. Thus, SCANIRO is entitled to execute delivery prior to the indicated time of delivery. In case of delayed delivery, SCANIRO is obliged to advise Buyer about it. SCANIRO is not responsible for delay of less than 14 days. SCANIRO's responsibility for delay follows general rules of Danish law, specifying that Seller is under no circumstances liable in damages for indirect loss, such as e.g. loss of profit, operating loss or other financial consequential loss, and that SCANIRO's liability in damages is maximised to the invoice price for the delayed shipment.

In the event that Buyer does not accept the shipment at the time of delivery, including fails to fulfill his duty to collect, SCANIRO is entitled to cancel the agreement and claim compensation.

Furthermore, SCANIRO is entitled to sell or store the product at Buyer's expense. In case of storage, the product is stored at Buyer's risk. Return of products and packaging may only take place according to prior written agreement and in that case, it is at Buyer's account. Return packaging is credited less 10% of invoiced price. Return packaging is only accepted corresponding to the type sold by SCANIRO and of the quantity delivered the preceding quarter. There may be changes in the number of delivered items in relation to order and order confirmation. The delivery is considered complete if +/-10% of the total quantity has been delivered. On the part of seller the aim is to consider the quantity ordered as a minimum.

## 7. Payment:

Terms of payment are indicated on offer and order confirmation. Buyer cannot effect a set-off in the purchase amount against any claims that Buyer might have against SCANIRO for other legal matter. Nor matters about defects/claims about the shipment or previous shipments.

Non-payment (in full or in part) entitles SCANIRO to retain or postpone further shipments until the amount owed has been paid in full or in part. The agreed delivery terms lapse and a new must be agreed on.

When exceeding due date interest will be added to the claim pursuant to the Danish Interest Act with Danmarks Nationalbank's official lending rate + 7% p.a.

For issue of a reminder of payment a reminder fee of DKK 150.00 will be charged for each reminder, Retention of payment will entitle SCANIRO to request SCANIRO's cost for debt collection via attorney be covered in full and thus not only with the maximum rates fixed by the Danish Interest Act.

## 8. Warranty/responsibility:

The warranty only includes products which can be proved to be subject to material defects or faults originating in incomplete processing or use of poor materials delivered by SCANIRO. The warranty only applies if the product is stored properly and correctly used and for customary use by Buyer in accordance with SCANIRO's specifications. SCANIRO is not liable for faults and defects caused by insufficient maintenance, incorrect mounting performed by Buyer, changes performed without SCANIRO's written consent, or repairs which Buyer has performed in an insufficient way. If the product or partial products include non-SCANIRO make, then SCANIRO shall alone be liable to the extent that said party's supplier has assumed warranty irrespective of what is stated in this stipulation.

If the product is substantially defective, SCANIRO is obliged and entitled – at his own option – to remedy the defect, to perform re-delivery, grant proportional price reduction, or pay compensation. Buyer is not entitled to claim further rights. Transport-, insurance-, travel-, mounting-, or other costs in connection with remedy or re-delivery are to be paid by Buyer. SCANIRO's liability to pay compensation is maximized to the invoice price for the defective product and under no circumstances does the liability to pay compensation include indirect loss such as operating loss, loss of time, and loss of profit.

The warranty does not include wear parts and usual wear and tear.

SCANIRO is not liable for defectives due to the fact that materials or semi-produced items delivered by Buyer or that materials prescribed by Buyer are unsuitable for the purpose.

## 9. Force majeure:

SCANIRO is not liable to pay compensation for non-performance of SCANIRO's obligations if SCANIRO can prove that this is caused by an obstacle outside SCANIRO's control such as, but not limited to, war, warlike situations, fire, strike, lockout, export- or import ban, embargo, delayed or faulty delivery of materials from sub-supplier, production stop, lack of power or transport options.

If so, SCANIRO is entitled to extend the delivery time proportionately or cancel the agreement. As soon as the obstacle has ended, each of the parties are contractually liable, unless SCANIRO has cancelled it before. An obstacle exceeding three months entitles each of the parties to cancel the agreement.

## 10. Obligation of complaint and inspection:

Buyer is obliged to inspect the product immediately upon receipt and no later than 8 days after receipt to make a complaint about any defect. If Buyer does not observe the stated terms, Buyer forfeits the right to claim the defect.

If a defect occurs during the warranty period, Buyer is obliged to immediately make a complaint and within 8 days after the defect was or should have been established.

If Buyer does not observe the stated terms, Buyer forfeits the right to claim the damage.

## 11. Proprietary right:

The delivered products remain the property of the seller until payment from Buyer, including any costs for collection of SCANIRO's outstanding amount, has been paid in full.

## 12. Product liability:

The products are manufactured according to Buyer's specifications, documentation, and tests. Any contribution to Buyer during development of the products are of a consulting nature and without liability to seller.

Products developed by SCANIRO, or models where SCANIRO has participated in the development costs, can only be produced by SCANIRO or with SCANIRO's permission. Charging of tool costs is only part of the total costs. In case of cancellation of product manufacture with SCANIRO, this leads to payment of the consultant costs which will appear from the offer.

Regarding product liability, the rules applying at any time pursuant to the Product Liability Act will apply. To the extent nothing else follows the invariable rules of law, further liability cannot be assigned to SCANIRO. SCANIRO cannot be held liable for operating loss, loss of time, and loss of profit, or other indirect loss, to the extent this is not a consequence of the invariable rules of law. In cases where SCANIRO is held liable beyond the stated liability, Buyer shall correspondingly indemnify SCANIRO for it. Buyer is obliged to let action be brought against him at the same court/ arbitration tribunal that handles the question of SCANIRO's product liability.

## 13. Applicable law and disputes:

Disputes concerning any shipment from SCANIRO and/or these terms of sale and delivery is settled by Danish law. All law suits shall be brought to SCANIRO's venue.