



ORDINARY TERMS FOR THE SALE, DELIVERY, AND INSTALLATION OF REFRIGERATION AND FREEZER SYSTEMS

1. Application Area

- 1.1 The terms shall be used for sale, delivery, and installation of refrigeration and freezer systems within the EU, to the extent that they do not deviate from other written agreements

2. Specific Definitions

- 2.1 "Prior Sale" refers to the situation where, after making an offer to the buyer, the seller then sells the offered product to a different party before the buyer has accepted the offer.
- 2.2 "The time when an installation is brought into operational use" refers to the time when the system is delivered, installed, and put into operation by the buyer or when it is ready to be put into operation by the buyer.
- 2.3 "Technical Documentation" refers to any kind of technical information, drawings, images, and other materials that the seller gives the buyer, whether the material is handed over in physical, electronic, or other formats.

3. Offer

- 3.1 Unless otherwise specified, the offer is valid for 30 days from the date of the offer. All offers are subject to prior sale.
- 3.2 Packaging is not included in the offer price.

4. Specifications and Technical Documentation

- 4.1 All specifications and information on weight, dimensions, capacities, prices, as well as technical and other data, in the seller's marketing materials, including catalogues, prospects, circulars, ads, images, price lists, etc. are for guidance purposes only.
- 4.2 All Technical Documentation that is passed on to the buyer remains the property of the seller.
- 4.3 Without the written consent of the seller, Technical Documentation may not be used for anything other than its original purpose when it was handed over, and it may not be copied, reproduced, or given to or disclosed to a third party.
- 4.4 If the buyer does not accept the seller's offer, any Technical Documentation that the buyer may have received must be returned to the seller.

5. Changes in Construction

- 5.1 The seller retains the right to make such changes to the construction, choice of materials, execution, etc., as the seller feels are necessary, without the obligation of providing prior notification to the buyer. The seller is however required to ensure that the changes do not result in a deterioration of the sold product's quality, capacity, and significant performance characteristics.
- 5.2 Implemented changes do not entitle the buyer to any kind of compensation or deductions in the purchase price.

6. Transport Expenses and Transfer of Risk

- 6.1 The sale is ex works. The buyer must thus bear all costs and risks associated with the transport of the purchased product from the seller's premises. The transport must be insured by the buyer, cf. point 13.
- 6.2 If the seller must install the purchased product for the buyer, the transport costs will be covered by the offer. Risks associated with the transport of the purchased product from the seller's premises (ex works) fall upon the buyer. The transport must be insured by the buyer, cf. point 13.
- 6.3 6.1 and 6.2 also apply when the delivery is made directly from the seller's subcontractors.

7. Invoicing and Payment

- 7.1 The seller is entitled to payment at the following times:
 - a) 50% upon the seller's order confirmation.
 - b) 40% when the product is shipped from the seller's company or when it is reported that it is ready for shipment. If

several deliveries are involved in the shipment of the product, then the above applies to the main parts.

- c) 10% within 8 days after the time when the installation is brought into operational use.

- 7.2 The payment terms are net 8 days after the invoice date.

- 7.3 If the buyer does not pay on time, the seller is entitled to charge interest on late payment of 2% per month from the due date and until payment is made.

- 7.4 Payment must take place at the seller's business or into a bank account specified by the seller.

8. Retention of Title

- 8.1 The subject of sale, including everything associated with it, remains the property of the seller until the purchase price is fully paid. Payment by check, bill of exchange, instrument of debt, or by electronic means of any kind is not regarded as payment until the amount has been received in the account specified by the seller, without the possibility of reversing the payment.

9. Delays

- 9.1 Unless otherwise agreed in writing, the indicated time when the installation will be brought into operational use is determined according to best estimate.

- 9.2 If the seller believes that the agreed delivery time or time when the installation will be put into operation cannot be met, the buyer must be notified in writing as soon as possible, indicating a new expected time.

- 9.3 The seller is not responsible for the buyer's direct or indirect losses resulting from a lack of compliance with the delivery times. If the delay is regarded as being significant, the buyer is however entitled to cancel the order. A delay of up to 7 days shall not be regarded as a significant delay.

10. Deficiencies and Regulation of Responsibility

- 10.1 If the buyer wants to complain regarding deficiencies in the delivered products, this must be done immediately after the alleged deficiencies are or should have been realised. Any complaints must be in writing.

- 10.2 Upon request of the seller, any deficient parts must be sent to the seller for investigation. This shipment will be carried out at the buyer's risk and expense.

- 10.3 For a period of 1 year following delivery or the time when an installation is brought into operational use, the seller is required to carry out replacement deliveries or repairs, according to the seller's own choice, if the buyer documents that the delivered products were deficient.

- 10.4 For new parts that were added in connection with repairs in accordance with 10, the complaint period expires at the same time as the complaint period pursuant to point 10.3.

- 10.5 The seller's liabilities, in accordance with point 10, do not include situations where the deficiency was caused by a lack of maintenance of the subject of sale, by not fully complying with with the seller's instructions, by inappropriate use, changes, or technical modifications implemented without the seller's written consent, or where it was affected by abnormal climatic effects etc.

- 10.6 The seller's liability for damages, pursuant to point 9, may never exceed _____ of the agreed purchase amount, which corresponds to that part of the delivery that is deficient or delayed.

- 10.7 The seller is not required to compensate indirect losses, including loss of operation, loss of time, losses caused by refrigerant leakages, or losses from refilling fuel. This clause applies both in cases of accidental damages as well as in cases where the damage is due to negligence on the part of the seller.

- 10.8

11. Product Liability



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- 11.1 If there are faults with a product or service delivered by the seller and, as a consequence, damage is caused to other products or people, the seller is liable for damages in accordance with point 11.
- 11.2 The seller's liability for damages, in accordance with section 11.1, does not include damages for losses and expenses in connection with:
- Damage to what the seller delivered
 - Repairs, replacement delivery, removal, etc. of the defective product
 - Damage to entities or buildings that the delivered product has been made a part of, joined with, or similar.
 - Indirect losses, including loss of operation, loss of time, loss of profits, losses caused by refrigerant leakages, or losses from refilling fuel
 - Fines that the buyer may incur, whether to public bodies or private companies/persons
- 11.3 In relation to damage to items, the seller's liability to pay damages, cf. point 11.1, is limited to an amount corresponding to the purchase price of the defective delivery.
- 11.4 The limitation in point 11.2.d does not apply if the seller has acted with gross negligence.
- 11.5 The buyer must hold the seller indemnified if the seller is held responsible relative to a third party for damages or losses, to the extent that such a claim extends beyond the limits mentioned above. In connection with this, the buyer is required to let themselves be sued at the same court where any damage claims are being levied against the seller.
- 11.6 If a third party claims compensation for product damage, the parties are required to inform each other and to report the claim to their insurance companies.
- 11.7 The buyer is required to properly instruct any other parties to a contract regarding the characteristics of the delivered product, to the extent that this cannot be assumed to be known, and also to equip the packaging, instructions, etc. with necessary descriptions and warnings. As much as possible, the buyer is also required to ensure that corresponding procedures are being adhered to in the subsequent transactions.
- 12. Exemption from Liability – Force Majeure**
- 12.1 The following circumstances may lead to an exemption of liability for the parties, should they prevent the fulfilment of the agreement or if they make the fulfilment unreasonably burdensome: Work conflicts, strikes, lockouts, and any other circumstance that the parties are not in control of, for example but not limited to, fires, wars, mobilisation or unforeseen military call-ups, public injunctions, seizures, currency restrictions, riots and violence, lack of means of transportation, irregularities in the power supply, water, and other supply sources, ordinary shortage of goods, scrapping of large works, as well as deficiencies or delays of deliveries from subcontractors resulting from the circumstances mentioned in this point.
- 12.2 The party that wants to claim exemption from liability in accordance with point 12.1 must without undue delay inform the other party in writing on the commencement and termination of the incident.
- 12.3 Each party is entitled to inform the other party in writing that the agreement is cancelled when it becomes impossible to fulfil the agreement due to circumstances outlined in point 12.1.
- 13. The Buyer's Insurance Duty**
- 13.1 From the time when the risk is transferred from the seller to the buyer, the buyer is required to take out insurance (all risk) that fully covers machines/machine parts and all installation expenses. The insurance must remain in effect until final payment to the seller has been made.
- 13.2 Until payment has been made, the seller can demand documentation at any time showing that the duty to be insured has been fulfilled.
- 14. Permissions**
- 14.1 The buyer is responsible for the permissions necessary to implement and maintain the agreement. The buyer incurs all expenses in connection with this.
- 15. Specifically Pertaining to Installation**
- 15.1 If installation is covered by the purchase sum, the conditions in point 15 apply.
- 15.2 The buyer must ensure that the installation can commence at the agreed time and that the buyer's own work, as well as the work of other suppliers, is organised in such a way that the seller's installation can be completed without interruptions once it has begun. The buyer must ensure that the area is tidy, so that the installation can begin without delay.
- 15.3 If the installation requires changes or repairs to the buyer's existing buildings, inventory, or other installations, the buyer shall incur these expenses.
- 15.4 The buyer must inform the seller if the work mentioned in point 15.1 and 15.3 will influence the completion of the delivery, including whether there will be any delays to the time that the installation is brought into operational use. If this is the case, the seller's delivery obligations are postponed accordingly. The seller's expenses in connection with delays due to conditions on the part of the buyer or the buyer's other suppliers must be covered by the buyer.
- 15.5 If the buyer's own personnel carry out the installation under the directions of an installation manager sent by the seller, the above similarly applies; furthermore, all necessary system components must be present.
- 15.6 Without the seller's prior written consent, the buyer may not assign other work to the seller's personnel than that which has been expressly agreed. If the buyer violates this agreement and uses the seller's personnel for other than what was agreed in writing, the seller is not responsible for the work carried out by the personnel. Any responsibility in accordance with DL 3-19-2 thus falls on the buyer.
- 15.7 The buyer shall make the following available for free when the seller so requests: assistance personnel, equipment, and facilities for delivery, internal transport at the installation site, mounting components onto supporting structures, bolting, cleaning, guarding, assistance with lifting apparatus, scaffolding, covering, light, power, water, steam, pressurised air, heat, oil, etc.
- 15.8 The buyer must inform the seller of the applicable safety regulations at the installation site, and the seller is required to instruct its personnel to adhere to these regulations.
- 15.9 Any work that results from the buyer not wanting to put the system into operation immediately after installation will be regarded as extra work.
- 15.10 Delays and extra work will be settled separately in accordance with the going rate.
- 16. Disposal**
- 16.1 In relation to the delivery of electrical and electronic products, the seller's responsibility and duties in accordance with miljøbeskyttelseslovens (the environmental protection act) §9j, or whatever may be in force instead of this clause, are assumed by the buyer, unless the parties otherwise agree in writing.
- 17. Applicable Law**
- 17.1 Disputes in conjunction with the purchase agreement must be settled in accordance with Danish law, excluding the rules on applicable law.