

General Terms and Conditions of Sale & Delivery

DAN-doors A/S, Industrivej 19, Stilling, 8660 Skanderborg, Denmark

1. Scope of Application

All sale transactions relating to the products of the company DAN-doors A/S take place according to the following terms and conditions of sale and delivery, which precede any provisions of the Buyer's general terms and conditions, unless otherwise agreed in writing.

In addition, the following provisions shall apply to any assembly and service work concerning the products of the company DAN-doors A/S.

2. Offer and order confirmation

- 2.1. All offers submitted by DAN-doors A/S shall be valid for a period of 30 days from the date of the offer, unless otherwise stated.
- 2.2. When placing the order, the agreement on delivery will only be entered into when the Buyer has received the written order confirmation from DAN-doors A/S.
- 2.3. The offers including assembly and/or service work at a fixed price are conditional on the Buyer's compliance with the assembly and service conditions of the company DAN-doors A/S. The fixed price only covers the work which is directly stated in the offer. Any additional work is extra work and will be charged according to the rates applied by DAN-doors A/S for billing work in force at any time.

3. Product Information

- 3.1. All drawings and technical documents submitted to the Buyer before or after the conclusion of an agreement will remain the property of DAN-doors A/S. The material may not be used by the Buyer or copied, reproduced, handed over or otherwise disclosed to third parties for purposes other than the fulfilment of the agreement entered into without the written authorisation granted by DAN-doors A/S.
- 3.2. The company DAN-doors A/S assumes no responsibility for the Buyer's selection of any additional equipment and services to be used together with the product. The same principles shall apply for what concerns the use and results thereof.
- 3.3. In this context, DAN-doors A/S reserves the right to make changes to its products without any previous notice.

4. Prices

DAN-doors A/S reserves the right to adapt the agreed prices in the case of important price changes, material price increases, government intervention or other matters beyond the control of DAN-doors A/S.

5. Risk Transfer and/or Delivery

- 5.1. The risk of the product will be transferred upon delivery according to the INCOTERMS.
- 5.2. The freight agreements will be based on the Incoterms in their current version.
- 5.3. If the agreement includes any assembly and service work, the risk of these works will be transferred after the completion of the assembly work.
- 5.4. The date of transfer may be documented by DAN-doors A/S with an illustrated documentation.
- 5.5. The risk relating to the products to be used in the context of the assembly work will be transferred at the time of delivery of the said products. Upon receipt, the Buyer shall be responsible for the inspection and storage indoors after delivery, in a dry and safe place to protect the delivered goods against any kind of inconvenience.
- 5.6. The Buyer shall be responsible for ensuring that the delivery can take place unhindered at the assembly site from the time of delivery.

6. Delivery Time and Delay

- 6.1. The agreed delivery time is only approximate and conditional on the full compliance with the content of the agreement, such as for example with the approved drawings and finally confirmed sizes. If no specific delivery date has been agreed upon, but a period within which the delivery takes place has been specified, this will be calculated from the date of receipt by the company DAN-doors A/S of all necessary information for the fulfilment of the agreement.
- 6.2. DAN-doors A/S shall under no circumstances be liable for any indirect damages and losses of any kind, including daily fines or conventional penalty claims, the Buyer may incur against third parties as well as the Buyer's operating loss, loss of time, lost delivery or similar types of losses.
- 6.3. DAN-doors A/S shall in no case be liable for any operating losses, lost profits, losses on stored goods, losses due to delays in construction or other construction work or any other direct or indirect losses.

7. Payment and Retention of Title

- 7.1. Until the payment of the agreed purchase price, DAN-doors A/S has a retention of title in the delivered goods.
- 7.2. If DAN-doors A/S retains title to the delivered goods, it is the Buyer's responsibility to insure this at full and new value against any damage from the time of the risk transfer and until the payment of the agreed purchase price.
- 7.3. Until the immediate time before the execution of the delivery, DAN-doors A/S is entitled to ask for payment guarantee for the whole purchase price.
- 7.4. The above will also apply to the assembly and service work.
- 7.5. In the event the payment is not made on time, the Buyer will be charged default interest corresponding to 1.5% per each commenced month. The same default interest will be calculated in case of a deferral.
- 7.6. The Buyer will not be entitled to withhold payments or to make set-off for alleged receivables which have not been previously recognised by the company DAN-doors A/S.
- 7.7. If the Buyer fails to receive the delivery at the agreed time, the Buyer will nevertheless be obliged to make the due payment as if delivery had taken place according to the agreement.

8. Packaging

- 8.1. In case of a return, the disposable packaging will not be reimbursed.

- 8.2. Unless otherwise agreed, eventual costs or charges for the disposal of the packaging will be irrelevant to DAN-doors A/S.

9. Property Rights and/or Intellectual Property Rights

The Buyer does not acquire any property and/or copyrights or other intellectual property rights to any digital applications used in the product or to any possibly drawings, designs, technical solutions, etc., regardless of whether the aforesaid is individually developed for the Buyer at his expense, since the Buyer only acquires a right to use the aforesaid in connection with the agreed use of the product itself.

10. Complaints Terms

- 10.1. Provided that the agreed payment terms are complied with and that the complaint has been made in time, the company DAN-doors A/S offers a right of complaint of 12 months from the time of delivery. The right of complaint is subject to certain conditions.
 - a. Immediately upon receipt and before the assembly and commissioning the Buyer must inspect the delivered goods in order to ensure that there are no defects and that the correct quantity has been delivered.
 - b. All complaints must be assessed and recognised by the company DAN-doors A/S before the beginning of the repair work.
 - c. Any transport damage must be reported without any delay to both the carrier and DAN-doors A/S.
 - d. The right of complaint does not cover defects and deficiencies which have arisen after the transfer of the risk to the Buyer.
 - e. The wear parts are not covered by the right of complaint.
 - f. The Buyer must give DAN-doors A/S written notice of errors and defects without undue delay after the identification of the respective defect.
 - g. The product appears in original condition, is assembled according to the provisions of DAN-doors A/S and is maintained according to the operation and maintenance of DAN-doors A/S or by the filter designated by the company DAN-doors A/S.

- 10.2. DAN-doors A/S is not liable for either direct or indirect losses, including all operating losses, lost profits and similar costs or damages.

11. Liability for Damage (Product Liability)

- 11.1. DAN-doors A/S is liable for personal injury according to the Danish legislation on product liability.
- 11.2. DAN-doors A/S is exclusively liable for damage of the movable and immovable property if it is proven that the damage is caused by an error or negligence committed by DAN-doors A/S or other parties DAN-doors A/S is responsible for.
- 11.3. In this context, the company DAN-doors A/S is not responsible for any operating losses, lost earnings or other indirect losses.

12. Force Majeure

- 12.1. DAN-doors A/S is not responsible for failure or delayed fulfilment of an agreement, which is due to force majeure, war, riots, civil unrest, government intervention or intervention by public authorities, arson, strike, logout, export and/or import ban, mobilisation, vandalism, currency restrictions, delays and/or defective deliveries from subcontractors, or any other reason beyond the control of DAN-doors A/S.

If the delivery without defect or on time is temporarily modified by one or more of the above circumstances, the delivery shall be postponed for a period corresponding to the duration of the alteration plus a period reasonable in the circumstances for the normalisation of the situation.

The delivery of the thus delayed delivery time shall be considered timely in all respects, in the event the said change of delivery can be expected to last longer than 8 weeks, both DAN-doors A/S and the Buyer must be entitled to revoke the agreement without this being considered a breach.

13. Assembly and Service Work

- 13.1. If an agreement includes assembly and service work, the Buyer must ensure that such work can be started at the agreed time, and that the Buyer's own and other suppliers' work is organised in such a way that the work of the company DAN-doors A/S can be completed in an uninterrupted period after commencement. However, at the discretion of DAN-doors A/S, the work can be carried out several times.
- 13.2. The costs of the company DAN-doors A/S in connection with the delays will be covered by the Buyer and invoiced separately.
- 13.3. The assembly is assumed to be carried out in one uninterrupted operation. However, at the discretion of DAN-doors A/S, the assembly can be carried out several times. Before starting the assembly work, the following must be done:
 - A. The door frame must be prepared according to the instructions given.
 - B. The door frame must be cleaned of concrete residues, etc. so to form an entirely flat abutment surface.
 - C. The assembly does not include grouting
 - D. The finished floor is ordered and cleaned according to the instructions given by the company DAN-doors A/S in the assembly area.
 - E. Unless otherwise agreed in writing, the customer is responsible for the disposal of waste, including product packaging.
 - F. All the other casting, plastering, sanding and painting work has been completed.
 - G. A finished and tight roof is available.
 - H. Fastening options inside the building must be available as shown on the standard drawings of the company DAN-doors A/S. The building construction must be dimensioned to support the gate.

- I. DAN-doors A/S takes no responsibility for the suitability or legality of the building, but is solely responsible for the products delivered by DAN-doors A/S.
- J. The electrical fitter must have supplied the power according to the instructions given by DAN-doors A/S when assembling the electrically operated doors.
- K. Tolerances on walls and floors are referred to under "Where does the limits go", see (www. Tolerancer.dk). The said tolerances must be observed for the optimal function of doors and gates.
- L. The attention is drawn to the fact that in certain cases condensation may occur on doors and gates. The said condensation is caused by additional circumstances and DAN-doors A/S is not responsible for it.
- M. The doors which are mounted in airtight rooms will only work and close tightly if there are pressure relief valves or similar mounted in the wall construction.
- N. All casting in and around the door/doorway openings is removed by the Buyer before the beginning of the assembly work.
- O. If extraordinary safety requirements are set in addition to those set by the AT, this may result in additional costs.
- P. If any work permits or other kind of permits requiring time are required, these additional costs will be invoiced on the contract note.
- Q. Generally speaking, all costs for smart lifts, cranes etc. are not included in the offer.
- R. When dismantling existing doors/gates/frames etc., the company DAN-doors A/S cannot be held responsible for any damage which has occurred, directly as well as indirectly on the buildings and on the equipment.
- S. The disposal of dismantled doors and/or gates is not included in the offer.
- T. A free and unhindered access to the assembly site must be guaranteed. If this is not the case and DAN-doors A/S must execute additional work, the latter will be invoiced separately.
- U. Dust shielding is not included in the offer and is performed as cheap as possible on account
- V. All costs for courses, work permits, Covid-19 tests etc. will be settled separately
- W. The cable trays are basically offered in standard plastic trays. If stainless steel cable ducts are desired, these will be delivered at an additional cost according to a further agreement.

The following materials must be made available to the fitter:

- a. The lighting drawn up to the assembly site.
 - b. A fuse of 380V, 3-phase, 10A and a fuse plug of 220V, 1-phase, 16A must be pulled up to the assembly site.
 - c. In case of a waiting period or an unsuccessful travel, not due to DAN-doors A/S, DAN-doors A/S reserves the right to invoice the incurred expenses.
14. The Buyer shall make the following available free of charge at such times as DAN-doors A/S may request: auxiliary personnel, equipment and facilities for loading, internal transport to the assembly site, positioning of the components on the foundations, cleaning, security, crane assistance, scaffolding, shielding, light, power, water, compressed air, heat and oil, etc. To the extent required by law or other circumstances, the Buyer must also provide DAN-doors A/S teams with sheds, etc., at no cost to the Seller. The team of the Buyer must be insured by Buyer.
15. The Buyer must inform DAN-doors A/S of the applicable safety regulations at the assembly site, while the company DAN-doors A/S undertakes to instruct its dispatched team to comply with the applicable safety regulations. The transfer shall take place immediately after the completion of the work. Any period for remedying defects in the products used shall start from the delivery date of the products.
16. The responsibility of the Buyer for any defects in the assembly or service work will be regulated in accordance with the clause 11.

17. Jurisdiction and Applicable Law

Danish law will apply to the interpretation as well as to the decision of any disputes arising as a result of or in connection with the agreement entered into. The venue is the Danish Maritime and Commercial Court. However, the company DAN-doors A/S is entitled to demand arbitration according to the general rules of Danish law. The court of arbitration is established in Aarhus, Denmark. Arbitration does not prevent a bailiff's injunction or other preliminary remedies from being sought at the respective venue.

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