

## Standard Terms and Conditions for Sales and Delivery 05-11

DAN-doors a-s, Industrivej 19, Stilling, 8660 Skanderborg

1. All sales of DAN-doors a-s' products are completed according to the following terms and conditions for sales and delivery, which apply ahead of any clauses in the buyer's standard terms and conditions unless otherwise agreed in writing.

The following terms and conditions also apply to any fitting and service of DAN-doors a-s' products.

### 2. Quote and order confirmation

2.1. The quote provided by DAN-doors a-s applies for 60 days from the date of quote, unless stated otherwise.

2.2. When an order is placed, delivery is only arranged once the buyer has received a written order confirmation from DAN-doors a-s.

2.3. The quote includes fitting and/or service for a fixed price and is dependent on the buyer's fulfillment of DAN-doors a-s' terms and conditions for fitting and service. These cover only the work directly stated in the quote. Any additional work is billed according to DAN-doors a-s' at all times applicable rates for services on a time and materials basis.

### 3. Product information

3.1. All drawings and technical documents forwarded to the buyer, either before or after the purchase contract, remain the property of DAN-doors a-s. The material must not, without prior written consent from DAN-doors a-s, be used by the buyer, nor copied, reproduced, forwarded or in any other way given to a third party for any other purpose than to fulfil the contract.

3.2. DAN-doors a-s takes no responsibility for the buyer's choice of additional equipment and service that the buyer wishes to use together with the product, or the use or consequences thereof.

3.3. DAN-doors a-s reserves the right to make changes to its products without warning.

### 4. Prices

DAN-doors a-s reserves the right to regulate the agreed prices in case of significant currency fluctuations, rises in material costs, government intervention or other conditions out of DAN-doors a-s' control.

### 5.

#### Transfer of risk/delivery

The risk for the product is transferred upon delivery, unless otherwise agreed in writing. Incoterms shall, in the at all times applicable version, form the basis of any freight agreements.

5.2. If the contract includes fitting and service, the risk for such work is transferred at the point of delivery.

5.3. The risk for products that will be used during fitting is transferred at the point of delivery of the products. It is the buyer's responsibility upon receipt of the products, to inspect and store the products responsibly, indoors and in the dry, in order to protect them from any form of damage.

5.4. The buyer is responsible for ensuring that delivery is unhindered at the place of fitting.

### 6.

#### Delivery time: delays

6.1. The agreed delivery time is approximate and depends on total agreement about the contents of the contract, such as approved drawings and confirmed measurements. If a specific delivery time has not been agreed, but given a timeframe in which delivery will take place, this time is calculated from when DAN-doors a-s has received all the required information to complete the contract.

6.2. DAN-doors a-s is under no circumstances responsible for indirect damage or loss of any kind, including daily penalties or agreed penalties, which the buyer may incur from third parties, nor the buyer's operating loss, loss of time, lost delivery or similar losses.

6.3. DAN-doors a-s is under no circumstances responsible for operating losses, loss of profit, losses from stored goods, losses caused by building delays or any other construction work or any other direct or indirect losses.

### 7. Payment, retention of title

7.1. DAN-doors a-s has retention of title for the goods delivered, until the agreed purchase price has been paid.

7.2. If DAN-doors a-s has retention of title for the goods delivered, it is the buyer's responsibility to insure these for their full value, against any damage from the point of risk transfer to the point the agreed purchase price has been paid.

7.3. DAN-doors a-s is entitled to demand guarantee of payment for the entire purchase price, immediately before delivery.

7.4. The above also applies to fitting and service work.

7.5. If payment is not paid at the right time, the buyer will incur interest corresponding to 1.5% per new calendar month. The same interest applies in cases of granted storage.

7.6. The buyer is not entitled to retain payment or make changes to the bill for claims that are unknown to the buyer.

7.7.

Should the buyer fail to receive the delivery at the agreed time, the buyer is obliged to pay regardless as the delivery took place according to the agreement.

### 8. Packaging

8.1. Disposable packaging is reimbursed upon return.

8.2. Any costs of package disposal are not the concern of DAN-doors a-s, unless otherwise agreed.

### 9. Property rights/intellectual property

The buyer does not acquire property and/or copyright or other intellectual property rights to the product's related software or drawings, designs, technical solutions etc., regardless of whether any of the above have been specifically developed for the buyer at his expense, as the buyer solely acquires a right to use the above in connection with the agreed use of the product.

### 10. Complaints

Upon receipt of the products and before use, the buyer must immediately check the shipment for any deficiencies and for the correct quantities.

10.1. Transport damages should be reported immediately to both the freight handler and DAN-doors a-s.

### 11. Liability for deficiencies

11.1. If the payment terms have been met and a complaint has been reported within the correct timeframe, DAN-doors a-s will repair any deficiencies that occur during a period of 12 months from the point of delivery, unless otherwise agreed. The liability does not cover deficiencies caused once risk was transferred to the buyer. Worn parts are not covered by the warranty.

11.2. The buyer must give DAN-doors a-s written notice of any deficiencies immediately the buyer becomes aware of them. Measures for deficiency repairs will be decided solely by DAN-doors a-s.

11.3. If the product has been changed or serviced by anyone other than DAN-doors a-s or their recommended technicians, or if the product has been subjected to damage, or if the product has been used for purposes for which it is not intended, or if the installation, operation and maintenance does not comply with DAN-doors a-s' regulations, DAN-doors a-s' obligation to provide support free of charge no longer applies, nor do any warranties.

11.4. DAN-doors a-s is not responsible for any direct or indirect losses, including operating losses, loss of profit and similar costs or damages.

### 12. Liability for damage (Product liability)

12.1. DAN-doors is liable for personal injury in accordance with legislation on product liability.

12.2. DAN-doors a-s is only responsible for damage to property if it is proved that the damage is due to malfunction or negligence committed by DAN-doors a-s or others for which DAN-doors a-s is responsible.

12.3. DAN-doors a-s is not liable for operating losses, loss of profits or other indirect losses.

### 13. Force majeure

13.1. DAN-doors a-s is exempt from liability for failed or delayed contract fulfilment as a result of force majeure, riots, civil unrest, government intervention or intervention from public authorities, fire outbreak, strike, lock-out, export and/or import ban, mobilisation, vandalism, currency restrictions, delays and/or missing deliveries from subcontractors, or any other reason beyond the control of DAN-Doors a-s' control.

Should correct or timely deliveries change temporarily, by one or more of the above circumstances, delivery is postponed for the period corresponding to the duration of the change, plus a reasonable period for circumstances to normalise.

Delivery from the thus deferred delivery time is considered as timely. If the delivery change is expected to last for more than 8 weeks, both DAN-door a-s and the buyer are entitled to cancel the agreement without this being considered a violation.

### 14. Fitting and service

14.1. If the contract includes fitting and service, the buyer must ensure that such work can commence at the agreed time and that the buyer's own and other suppliers' work is organised in such a way that DAN-doors a-s' work can be completed without interruptions after commencement. The work may at DAN-doors a-s' request be done in several stages.

14.2. DAN-doors a-s' costs related to any delays are covered by the buyer and invoiced separately.

14.3. Fitting is expected to be completed without interruptions. Fitting may, at DAN-doors a-s' request, be done in several stages. Before fitting the following must be completed:

- A. The doorframe must be prepared in accordance with the instructions provided.
- B. The doorframe must be cleaned for concrete residue etc. and must form a completely level design surface.
- C. Finished floors must be clean and tidy according to DAN-doors a-s' instructions for the fitting area.
- D. All other moulding, plastering, dehumidification and painting work must be completed.
- E. The roof must be finished and sealed.
- F. Fitting options in the building are present as shown on DAN-Doors a-s' standard drawings, and the building structure must be designed to support the doorframe.
- G. The electrician must have laid power according to DAN-doors a-s' instructions for fitting electric doors.
- H. Tolerances on the wall and floor should follow "Hvor går grænsen" (Where is the limit?) see www.tolerancer.dk.
- I. Be aware that in some instances condensation may occur on doors and doorframes due to external circumstances.
- J. Doors fitted in airtight rooms will only work and close tightly if there are pressure relief valves or similar fitted in the wall construction.
- K. All casting in and around doors/door frames is removed by the buyer before assembly.
- L. Rolling doors always come with a manual rep. unless otherwise agreed in writing.

- M. Large 2 surface doors are supplied with a special fitting unless otherwise agreed in writing.
- N. If extraordinary safety measures are required, such as maximum lifting that exceeds AT guidelines, additional costs for lifting equipment may be incurred.
- O. If work permits are required, additional costs will be incurred, which will be invoiced separately.
- P. Cable trays are generally provided in standard plastic trays. Should stainless cable leads be required, these will be supplied at additional costs following further agreement.

The following materials must be made available to the fitter:

- a. Lighting at the place of fitting.
  - b. 380V, 3-phase, 10A-fuse and 220V, 1-phase, 16A-fuse plug trough to the fitting site.
- 14.4 The buyer makes the following available free of charge at DAN-doors a-s' request: auxiliary personnel, equipment and facilities for bringing in the products, internal transport at the place of assembly, placement of the parts on foundations, cleaning, surveillance, crane, scaffolding, shielding, lighting, power, water, compressed air, heat and oil etc. Should legislation or other conditions require it, the buyer shall also make trailers available etc. for DAN-doors a-s' staff, at no cost to the seller. The buyer's staff are insured by the buyer.
- 14.5. The buyer shall inform DAN-doors a-s of applicable safety regulations at the place of fitting, and DAN-doors a-s is obliged to instruct their staff to comply with these. Delivery takes place immediately following the work's completion, and any repair period for deficiencies in the products used is calculated from the product delivery.
- 14.6. The buyer's liability for any deficiencies during fitting or service is regulated according to Pt. 11.
15. **Venue and choice of law**  
Danish law applies in the interpretation and resolution of any disputes that arise as a result or part of the signed contract. The venue is the Sø and Handels courts of law. However, DAN-doors a-s is entitled to demand arbitration according to Danish law's standard regulations. Arbitration is completed in Århus. Arbitration does not prevent other provisional remedies from being carried out at the appropriate venue.

Skanderborg, September 2017