

General terms of delivery and sales

1.0 BASIS FOR AGREEMENT

- 1.1 Any agreement and/or delivery is according to the present General Terms of Delivery and Sales, unless any other written agreement has been made.
- 1.2 As complementary NL92 and universal Danish law apply.

2.0 OFFERS

- 2.1. Offers apply for 2 months from date of letterhead, after which the offer becomes invalid. By ordering after 8 days, the time of delivery is only binding for Kellpo A/S if it is confirmed in writing by Kellpo A/S.

3.0 ORDERS

- 3.1. Orders are only binding after written confirmation from Kellpo A/S. The agreement is considered concluded thus accepting the conditions of the order confirmation, unless buyer has handed in a written complaint no later than 7 days from receipt of the order confirmation.

4.0. DELIVERY AND DELAY

- 4.1. Delivery takes place EX Works Incoterms 2020. Dispatch takes place on cost and risk of the buyer.
- 4.2. Delivery time as indicated in item 2.1. unless otherwise stated by offers from Kellpo A/S or in the order confirmation.
- 4.3. In questions of actionable delay, Kellpo A/S is limited in compensation according to NL92.

5.0. PACKAGING

- 5.1. Packaging is an additional charge to the offer / order confirmation and is not taken back.

6.0. PAYMENT AND INTEREST

- 6.1. All invoices are due for payment net 20 days after date of invoice.
- Payment after due date, will be charged 2% interest per initiated month, with monthly addition of interest.
- By orders above 75.000 Dkr. terms of payment will be agreed.

7.0. RETENTION OF OWNERSHIP

- 7.1. Kellpo A/S keeps ownership of the sold commodity until the full purchase sum is disbursed.

8.0. DEFICIENCIES AND COMPLAINTS

- 8.1. The buyer is obliged to check the commodity as soon as it appears on the buyer's location.
- 8.2. If the buyer wants to claim a deficiency in the commodity, the buyer must immediately inform Kellpo A/S.
- The report of the alleged deficiency must contain specified data of this.
- If the buyer omits to complain as specified, the buyer cannot validate the complaint.
- 8.3. Under all circumstances complaints must be made to Kellpo A/S in writing within 6 months from delivery. Hence, the buyer cannot claim deficiencies after this period.

9.0. LIMITED LIABILITY

- 9.1. In liability cases which release deficiencies or complaints of the goods delivered by Kellpo A/S, Kellpo A/S is limited to remedy the damage if possible, and/or Kellpo A/S can choose to make a new delivery or pay the incurred damages limited to the invoiced amount.
- Kellpo A/S is, thus, not obliged to compensate any further direct or indirect loss, including operating and profit losses, to a greater extent than above listed.

10.0. PRODUCT LIABILITY

- 10.1. Kellpo A/S is only liable for personal injuries if the damage is caused by deficiency or negligence caused by Kellpo A/S. The liability for personal injury by Kellpo A/S can, at no time, exceed the compensation pursuant to Danish law.
- 10.2. The buyer must indemnify Kellpo A/S to the extent to which Kellpo A/S is imposed with liability of damage and loss to third party, which Kellpo A/S, pursuant to item 10.4. and 10.5., is not liable for with regards to buyer.
- 10.3. Kellpo A/S is not responsible for losses caused by the products sold:
- on real estate or personal property, provided the damage occurs after the products are handed over to the possession of buyer.
 - On products, manufactured by buyer or on products in which the buyers product is entered into; or for damage on real estate or personal property, the products may cause because of the by Kellpo A/S delivered products.
- 10.4. Liability for damage, caused by the equipment (product liability)
- In no case is kellpo A/S responsible for operating loss, loss of time, lost earnings or loss of other economic consequences.
- 10.5. Kellpo A/S' product liability to the buyer, in cases of damage to property, amounts to a maximum of DKK 1,500,000 per case of loss. An accidental damage is defined as the sum of all damages caused by the same error or neglect.
- 10.6. If a third party raises issues regarding product liability against either Kellpo A/S or the buyer, both parties are mutually committed to notify each other on this subject, as are both parties mutually committed to take it into court where the case has been raised against one of the parties' alleged product liability concerning those of Kellpo A/S' sold products, as, equivalently, the parties mutual relationship can be settled at the same court.
- 11.0. FORCE MAJEURE AND HARDSHIP
- 11.1. Kellpo A/S is not liable to an otherwise actionable lacking contractual fulfilment of the agreement if these are based in force majeure conditions as stated in NL 92 §37, such as war, labour dispute, fire, seizure, lack of transportation, or similar circumstances that Kellpo A/S, within reason, could not predict when the agreement was made. Kellpo A/S is not liable if unforeseen conditions makes the burden of Kellpo A/S to fulfil the contract much heavier than anticipated (Hardship).
- 12.0. APPLICABLE LAW AND VENUE
- 12.1. All disputes between Kellpo A/S and buyer are to be settled at the court in Holstebro and according to Danish Law.