

# CONDITIONS DE VENTE ET DE LIVRAISON

## 1.0 Scope of application of terms and conditions of sales and delivery

1.1 The current terms and conditions of sales and delivery apply to all NGI ApS offers, sales and deliveries unless agreed to the contrary in writing.

1.2 Final agreement of delivery is first entered into on the purchaser's receipt of NGI ApS written confirmation of order and only the content of the confirmation of order applies to NGI ApS.

## 2.0 Delivery and dispatch

2.1 Delivery takes place ex factory from NGI ApS, Virkelyst 5, 9400 Nørresundby, Denmark, directly from store including packaging.

2.2 Orders which are received by NGI ApS before 13.00 Danish time (12.00 GMT) are dispatched the same day unless expressly agreed to the contrary.

## 3.0 Terms of payment

3.1 Payment must be made at latest by the date stated as the last punctual payment day on the invoices sent by NGI ApS.

3.2 If payment is made after the due date NGI ApS is entitled to charge interest on the outstanding amount from the due date at a rate of 2% per started month.

## 4.0 Liability, defects and delays

4.1 NGI ApS is obliged to rectify all defects due to imperfections in construction, material or production by making repairs or replacement of the delivery according to points 4.2 - 4.12.

4.2 NGI ApS liability only includes defects which appear within one year from the day of taking possession of the delivered goods. If the delivered goods are used more intensively than agreed or more intensively than presupposed on entering into the agreement, this period is shortened proportionally.

4.3 For parts of the delivery which are repaired or exchanged in accordance with point 4.1 NGI has the same obligations which apply to the original delivery for a period of one year. For the remainder of the delivered goods the period mentioned in point 4.2 is only prolonged by the period of time in which the delivery has not been applicable because of defects, dealt with in point 4.1

4.4 The purchaser must report a defect to NGI ApS in writing and without unreasonable delay following discovery of the defect. The message must contain a description of how the defect manifests itself.

If there is reason to believe that the defect can cause risk of damage, such a message must be given immediately.

If the purchaser does not inform NGI ApS in writing about a defect within the period of time stated in this point, the purchaser foregoes the right to make demands in connection with the defect.

4.5 On receipt of a written message with reference to point 4.4 NGI ApS must rectify the defect without unreasonable delay. NGI ApS must bear the costs of rectification with reference to the stipulations in points 4.1 - 4.12.

Rectification of the defect shall be carried out at the place of installation, unless NGI ApS finds it suitable for the defective part or materials to be returned so that NGI ApS can make repairs at NGI ApS's premises or provide a replacement.

NGI ApS obligation concerning the defective part is fulfilled when NGI ApS has delivered a duly repaired or exchanged part to the purchaser.

4.6 If the purchaser has given such a message as mentioned in point 4.4, and it transpires that there is no defect for which NGI ApS carries responsibility, NGI ApS has the right to remuneration for work done and the costs which the claim has caused to NGI ApS.

4.7 If possible demounting and installation necessitates intervention in other things than the delivered goods, the work and the costs hereby incurred are carried by the purchaser.

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4.8 Any dispatch in connection with repair or exchange shall take place at NGI ApS expense and risk. The purchaser must follow NGI ApS instructions concerning despatch.

The purchaser must carry the extra costs which are caused to NGI ApS when rectifying defects if the delivered goods are in another place than the place of installation.

4.9 Defective parts which are exchanged with reference to point 4.1 must be placed at NGI ApS disposal and become NGI ApS's property.

4.10 If NGI ApS has not fulfilled its obligations within a reasonable time according to point 4.5, the purchaser can give NGI ApS in writing a last opportunity to do so. If the obligations are not fulfilled within the determined time, the purchaser is entitled to:

- a) let the necessary repairs be carried out and/or have new parts made at NGI ApS expense and risk, provided that the purchaser does this in a sensible and reasonable way or
- b) demand a proportional discount up to a maximum 15% of the contract sum.

If the defect is essential, the purchaser can alternatively cancel the agreement in writing to NGI ApS.

The purchaser also has the right to thus cancel the agreement if the defect, following the steps mentioned under point a) still remains essential. On cancellation the purchaser can demand compensation for the loss up to a maximum 15% of the contract sum.

4.11 NGI ApS's liability does not include defects caused by material which is provided by the purchaser, by constructions which are prescribed or specified by the purchaser or by faulty preparatory work on the purchaser's side.

4.12 NGI ApS's liability only includes defects which appear under those in the agreement's presupposed working conditions and under correct use of the delivered goods.

The liability does not include defects caused by circumstances occurring after taking over possession of the delivered goods. It does not for example include defects which are caused by defective maintenance on the purchaser's side, or changes to the delivered goods made by the purchaser without NGI ApS's written consent or repairs which the purchaser has carried out in a faulty manner. The liability does not include normal wear and tear and depreciation.

4.13 NGI ApS has no liability for defects besides those described in points 4.1 - 4.12. This applies to any loss which the defect might cause, including loss on operations, lost earnings and other financial consequence loss. This limitation of NGI ApS's liability does not apply if NGI ApS is guilty of gross negligence.

10.7.1

## **5.0 Liability for damage caused by the delivered goods after taking possession (product liability)**

5.1 The purchaser shall indemnify NGI ApS to the extent that NGI ApS has imposed liability to a third party for such damage and such loss which NGI ApS according to this point's second and third sections is not liable to the purchaser.

NGI ApS is not responsible for damage caused by the delivered goods after possession has been taken:

- a) on real property or movables which occurs while the delivered goods are in the purchaser's possession.
- b) on products which are produced by the purchaser, or on products where these form a part, or on damage to real property or movables which these products cause due to the delivered goods.

In no case is NGI ApS responsible for operational loss, lost earnings or other financial consequence loss.

The stated limitations in NGI ApS's liability do not apply if NGI ApS is guilty of gross negligence.

If a third party makes a demand on one of the parties concerning liability to pay compensation with reference to this point, this party must immediately inform the other party.

## **6.0 Venue**

6.1 Disagreement between the parties must be ruled on according to Danish law and with SØ- og Handelsretten in Copenhagen as the venue.