

Terms

General terms of sales and delivery from Dancar Autosikring ApS

Unless explicitly stated the following terms and conditions are valid for all deliveries covered by this order confirmation. Dancar Autosikring ApS, hereinafter called "Dancar" is not committed to any terms or conditions possibly stated in buyers purchase order unless in compliance with the following:

1.0 PRICES

1.1 The prices stated are current prices. Dancar's prices include duty but exclude sales, import and consumption taxes and VAT.

1.2 On date of delivery Dancar has the right to change the prices according to changes in exchange rates, purchase prices, duty, freight, and insurance rates or any other change beyond the control of Dancar.

1.3 For deliveries amounting to less than DKK 500, shipping fee will be added.

1.4 When Dancar has issued a written order confirmation the purchase order is considered binding. Changes may be made only with the consent of Dancar. If a cancellation is admitted, a cancellation fee of 20% of the order sum is charged.

1.5 The stated prices are based on the stated currency, current exchange rate, and duty. Should the exchange or duty rates on the date of delivery differ by more than 1.5% from the basic exchange and/or duty rates, the invoice is adjusted accordingly.

2.0 RISK TRANSFER

2.1 Dancar's terms of delivery are ex works/stock.

3.0 DESCRIPTIONS

3.1 All information about design, weight, dimensions, capacity, technical, and other data stated in catalogs, advertisements, illustrations, and price lists are binding only to the extent they are explicitly referred to in this order confirmation.

4.0 SHIPPING AND DELAY

4.1 On behalf of buyer, Dancar agrees to take care of shipping of the goods. In this capacity Dancar decides whether the goods be shipped as a whole or in more shipments.

4.2 Should a delay occur to the shipment or parts thereof, Dancar is not liable to damage whatever the cause of the delay, unless it has been proved that the delay is caused by Dancar's fault or neglect and that buyer proves a concrete loss. No claim for damage can exceed 10% of the invoice value of the delayed shipment excluding duty and taxes.

4.3 Dancar reserves the right to ship product in advance of the agreed shipping date.

5.0 PAYMENT

5.1 Unless otherwise stated Dancar's payment terms are as follows:

- a) 30 days net from invoice date
- b) Purchase via webshop: In order sending net cash.
- c) For overdue payments 1% per month interest of the invoice value is charged from the due date.

5.2 Should buyer have counterclaims with or without connection, such may not be balanced in the invoice sum, unless agreed upon in writing by Dancar.

6.0 RESPONSIBILITY FOR DEFECTS

- 6.1 Upon receipt buyer must immediately conduct a thorough examination and test of each delivery.
- 6.2 Dancar undertakes no responsibility for the fitness of the product to buyer's contemplated use of same.
- 6.3 Should buyer invoke defects on the delivered products, this must be submitted immediately in writing.
- 6.4 In case of a claim, buyer does neither have the disposal over, nor the right to return the products without Dancar's written consent.
- 6.5 Should the products or parts thereof prove to be defective and no modifications have been done on the product, Dancar has the right to repair or replace the delivered product by goods of satisfactory quality. If Dancar offers repair or replacement of the product, buyer does not have the right to cancel the order or to request compensation for the defect. Dancar has no responsibility for any delay due to repair or replacement.
- 6.6 Dancar is not responsible for defects caused by abnormal wear, damage, insufficient maintenance, faulty installation or faults occurred at repairs done by other than Dancar.
- 6.7 Shipment of the delivered products in connection with repair and the like, are at buyer's account and risk.
- 6.8 Dancar is not responsible for any defect of the delivered products other than those included in point 6.0
- 6.9 Products being accepted for return by Dancar for other reasons than mentioned above, will be credited at list or sales price with the deduction of 15% return cost, when returned undamaged/unused.

7.0 PRODUCT RESPONSIBILITY

- 7.1 For damage to persons Dancar is responsible only if it is proven that the damage is due to failure or neglect of Dancar or others for whom he bears responsibility.
- 7.2 For damage to real and personal property occurring while the product is in buyer's possession, Dancar is not responsible. Neither is Dancar responsible for damage on products produced by buyer, nor products in which these are included. Further, Dancar is responsible for damage to real and personal property on the same conditions as stated for damage to persons.
- 7.3 Dancar is not responsible for loss of profits, loss of earnings, or any other indirect loss.
- 7.4 To the extent that product responsibility towards third party is imposed on Dancar, it is the obligation of buyer to keep Dancar indemnified to the same extend that Dancar's responsibility is limited according to points 7.1, 7.2, and 7.3.
- 7.5 If a third party makes a claim on any of the parties according to point 7.0, this party should immediately inform the other party.
- 7.6 Dancar and buyer are mutually obliged to allow for legal action at the court of law, which hears a claim for damage, raised against either party due to a damage claimed caused by the product. The mutual relations between buyer and Dancar, at any time on Dancar's demand may be settled by arbitration according to point 10.0.
- 7.7 These limitations on the responsibility of Dancar do not apply if Dancar is guilty of severe negligence.

8.0 FORCE MAJEURE

8.1 The following circumstances cause freedom from responsibility when occurring after entering into this agreement and prevent its fulfillment: labor conflict and any other circumstance beyond the control of the parties, such as fire, war, mobilization, or unforeseeable military drafting to similar extent, requisition, seizure, currency restrictions, commotions and unrests, insufficient means of transportation, ordinary goods shortage, rejection of larger works, restrictions of motive power as well as faulty or delayed deliveries from subcontractors due to any of the circumstances mentioned within this point.

8.2 It lies with the party that claims any of the circumstances under point 8.1, in writing to immediately inform the other party of its outbreak and its termination.

8.3 When fulfillment of the agreement within a reasonable time is made impossible due to any of the circumstances mentioned within point 8.1, either of the parties has the right to cancel the agreement in writing to the other party.

9.0 VIOLATIONS OF EXCLUSIVE RIGHTS ETC.

9.1 At his own choice Dancar has, on his own expense and on behalf of buyer, the right to obtain the rights to use, replace, or change the equipment to end the violation. Should such arrangements not be possible, upon written request from Dancar, buyer is under an obligation to return the said equipment with no delay. In such case Dancar credits buyer an amount for the returned equipment from which provision for depreciation has been made. This provision is calculated as equal amounts for each year of the normal functional time for the equipment as stated by Dancar.

10.0 ARBITRATION

10.1 Disputes between Dancar and buyer caused by supplies covered by this order confirmation will be settled by arbitration and thus cannot be brought in before a court of law, unless Dancar decides otherwise.

10.2 The court of arbitration shall consist of 2 members of whom each party chooses one. If one party within 14 days has not informed the other party in writing about their choice, following the other party's written information about their choice, the former loses their right to choose, thus 'Sø og Handelsretten' in Copenhagen names the other arbitrator. Should the 2 arbitrators not reach an agreement, 'Sø og Handelsretten' in Copenhagen appoints an arbitrator, who is a lawyer, and thus the court of arbitration thereafter consists of 3 arbitrators. The appointed arbitrator decides within the limits of contradictory opinions the issues of disagreement.

10.3 The seat of the court of arbitration must be in Copenhagen.

10.4 The court of arbitration sets the rules of procedure and settles the dispute according to Danish law.

10.5 The decision of the court of arbitration is to be communicated to both parties in writing.

10.6 The decision of the court of arbitration is binding to both parties and is final.

10.7 The court of arbitration decides the final distribution of cost of the arbitration, including the cost of lawyers of both parties.