

General Terms and Conditions of Sale and Delivery

1. Introduction

- 1.1. Simas Filters A/S is referred to as 'the Seller' and the buyer purchasing directly from the Seller is referred to as 'the Buyer'. The Seller and the Buyer are referred to jointly as 'Parties' or 'the Parties'.
- 1.2. These General Terms and Conditions of Sale and Delivery are valid for all transactions between the Parties in addition to and supersede General Terms and Conditions 92 (NL92) and, if assembly forms part of the sale, General Terms and Conditions NLM94, unless the Parties have, in whole or in part, expressly agreed otherwise.
- 1.3. The General Terms and Conditions of Sale and Delivery apply to both the Seller's sale of goods and to the Seller's other services in the form of service and assembly work to the extent that these have not been deviated from by written agreement between the Parties.

2. Quotes

- 2.1. Quotes are based on the conditions applicable on the date of the quote, and the Seller reserves the right to make subsequent adjustments if circumstances should change. Examples of such circumstances include prices of raw materials, semi-finished products, insurance premiums, customs tariffs, taxes of all kinds and other costs. If these prices etc. calculated in Danish kroner increase after the date of the quote, the Seller is entitled to increase the price accordingly.
- 2.2. The Seller does not assume responsibility for any errors in the quote and its accompanying information.

3. Order confirmation

- 3.1. Final agreement to the delivery of goods or services is only deemed to exist when the Buyer has received the Seller's written order confirmation and/or received an invoice. Only these are binding.
- 3.2. If the Buyer does not immediately object in writing to an order confirmation and/or invoice received, the agreement has been deemed to have been concluded on the basis of the terms specified in the order confirmation and/or invoice.
- 3.3. If the Buyer places an order based on a favourite list from the customer portal, the Buyer is responsible for checking that the filters placed on the order are correct and corresponding to the locations and facilities of the Buyer.

4. Prices

- 4.1. All prices in the customer portal are exclusive of VAT, fees and shipping costs, which may vary. Prices shown in the webshop are in accordance with the Buyer's current agreement(s) with the Seller. The prices shown are non-transferable and only apply to new purchases.
- 4.2. We cannot be held liable for any errors in the stated prices. Furthermore, we reserve the right to amend prices without prior consent.
- 4.3. The customer portal contains invoices for previously purchased and delivered goods.

5. Delivery

- 5.1. The Seller is only able to state the expected delivery date after receipt of the order and confirmed delivery from our suppliers. However, this does not apply to the purchase of stock items. An item that was supposed to be in stock when it was ordered may temporarily be out of stock and may therefore have to be ordered from the supplier.
- 5.2. Orders are only dispatched when all goods ordered are in stock, unless partial delivery has been agreed. The Seller also deliver to countries outside Denmark and the EU. This may involve special documentation requirements or shipping costs which will be detailed in the invoice.
- 5.3. The goods are considered sold for delivery ex Seller's factory or warehouse. The Seller arranges for the onward transport of the goods at the Buyer's expense and risk.
- 5.4. Transport insurance is only taken out on the Buyer's instructions and at the Buyer's expense. Packaging is invoiced separately.

6. Reklamation ved og ansvar for forsinkelse

- 6.1. As soon as the Seller becomes aware that a delay will occur, the Seller shall notify the Buyer thereof.
- 6.2. The Seller is solely responsible for delay if the delay is due to gross negligence on the part of the Seller.
- 6.3. The Buyer must submit a complaint in writing immediately upon ascertaining a delay as the Buyer otherwise loses the right to make a claim resulting from the delay.
- 6.4. The Buyer is not entitled to withdraw from the transaction unless the Buyer has stipulated in writing at the conclusion of the agreement that the transaction must be fulfilled exactly at a certain time.

7. Handover

- 7.1. Handover takes place when the installation has been delivered and the assembly work has been completed.
- 7.2. The Buyer undertakes to make an authorised signatory available to complete handover within one to three (1-3) days. As part of the handover, a list of any defects is drawn up, which the Seller is under obligation to remedy within fourteen (14) days. When these defects have been remedied, the handover is finally complete.
- 7.3. After approved handover, the Buyer may only make a claim for hidden defects which could not be established on the date of delivery. The Seller reserves the right to continuous handover when the work consists of multiple independent installations.

8. Returns

- 8.1. Goods cannot be returned without prior agreement, and 10% of the invoice amount excluding VAT will be deducted in handling costs. Returns must be made carriage paid to the Seller's warehouse. Packaging cannot be returned.

9. Payment

- 9.1. Payment is made in accordance with the submitted invoice unless otherwise agreed in writing with the Seller.

- 9.2. Advance payment may be made in exceptional circumstances by transfer to the Seller's bank account, which can be found in the Seller's information for buyers and suppliers.
- 9.3. Unless otherwise agreed, the purchase price is due for payment no later than current month + fourteen (14) days net. The Buyer is not entitled to withhold payment in full or in part unless this has been approved by the Seller. Payment is deemed to have taken place upon the Seller's receipt of the funds. In the event that payment is made after the due date, interest of 2% per month or part thereof will be applied.
- 9.4. Where the price of the goods sold is calculated in a foreign currency, prices are subject to exchange rate fluctuations on the payment date, as exchange rate fluctuations +/- 2% will result in a correction of the invoice price if the fluctuation exceeds DKK 100.00.
- 9.5. If payment has not been made within thirty (30) days of the due date, the Seller is further entitled without notice to cancel the agreement in question as well as other agreements entered into with the Buyer and to raise associated compensation claims against the Buyer.

10. Retention of title

- 10.1. The Seller retains the right of ownership to the goods sold until the entire purchase price plus accrued costs has been paid to the Seller.
- 10.2. If the goods are sold for the purpose of later integration into or incorporation with other objects, the goods sold are not covered by the retention of title once the integration or incorporation has taken place.

11. Complaints regarding defects

- 11.1. The Buyer must inspect and check the goods immediately upon delivery to ensure that they are free from defects. Complaints regarding defects that are or should have been established during such inspection must be made in writing and without delay within eight (8) days of delivery.
- 11.2. In the event of other defects, including shortcomings in services or installation work, a complaint must be made as soon as the defect is established. In the event of a complaint about defects, the complaint must include an account of the nature of the defect.
- 11.3. If the Buyer has established or should have established the defect, and if the Buyer does not complain as stipulated above, a claim for the defect cannot be made at a later date.

12. Remediation

- 12.1. The Seller undertakes to remedy manufacturing defects for twelve (12) months from the delivery date. The Seller's obligation is limited to the exchange of defective parts, while other costs associated with remediation, including e.g. labour costs, do not concern the Seller.
- 12.2. The right to remedy becomes invalid if the delivered goods are incorrectly installed, inadequately maintained or improperly used and treated. It is a prerequisite for the Seller's obligation to remedy that the Buyer immediately contacts the Seller when a defect is discovered. If technical guidance is provided by the Buyer, reservations are made in the event of such information being incomplete or misleading.

- 12.3. Defects are remedied at the Seller's discretion at the Buyer's or the Seller's premises. If repair work is performed at the Seller's premises, the Buyer is under obligation to deliver or collect the goods on which repair work is to be performed from the Seller at the Buyer's own expense. The Seller does not cover the Buyer's operating losses during the repair period.

13. Limitation of liability in the event of delay, defects and force majeure

- 13.1. A compensation claim against the Seller cannot exceed the invoice amount for the goods sold or the service provided (excluding VAT, shipping costs and similar costs). This applies irrespective of the legal basis on which the compensation claim is made (delay, deficiencies etc.). The Seller is not liable for operating losses, loss of profits, losses associated with cover purchases, loss of goodwill or other indirect losses associated with the agreement, including indirect losses arising as a result of delays or deficiencies in the sold or delivered service.
- 13.2. The following instances of force majeure shall exempt the Seller from liability if they prevent fulfilment of the agreement or make fulfilment unreasonably burdensome: Labour disputes and any other circumstances beyond the control of the Parties, such as fire, war, mobilisation or unforeseen military conscription of a similar scale, requisition, seizure, currency restrictions, riots and civil unrest, lack of means of transport, general scarcity of goods, restrictions of motive power and shortages of or delay to deliveries from subcontractors due to any of the circumstances specified in this sub-clause.
- 13.3. Circumstances specified above prior to the receipt of the quote/conclusion of the agreement imply liability only if their effect on the fulfilment of the agreement could not be foreseen at the time. It is the Seller's responsibility to notify the Buyer in writing without undue delay if force majeure circumstances arise.

14. Product liability

- 14.1. Product liability only lies with the Seller with regard to delivered products and spare parts to the extent that such liability follows from mandatory legislation and that the Seller's liability for this may not be legally limited. Apart from the above, the Seller assumes no product liability.
- 14.2. The Seller's liability cannot exceed a total of DKK 10,000,000.
- 14.3. To the extent that the Seller may be held liable to a third party, the Buyer is under obligation to indemnify us to the same extent as our liability is limited in accordance with this provision.
- 14.4. The Seller is not liable for operating losses, loss of profit, penalties or other indirect loss.

15. Marketing

- 15.1. Upon approval of these General Terms and Conditions of Sale and Delivery, the Buyer accepts that the Seller may market its products by e-mail to the e-mail addresses provided by the Buyer. The Buyer's e-mail addresses will not be passed on to third parties unless this is permitted as part of a specific agreement on e.g. delivery via a distributor.
- 15.2. Only information that pertains to products relevant to purchased filters from the Seller will be dispatched. A maximum of two (2) newsletters are dispatched per month, and the recipient is able to unsubscribe at any time. If the Buyer encounters problems unsubscribing, the Buyer is welcome to write to mail@simasfilters.dk. See also the Seller's Cookie and Privacy Policy at www.simasfilters.dk.

16. Venue

- 16.1. Any dispute that may arise between the Parties must be settled in the Seller's jurisdiction, the Court in Randers.
- 16.2. If the Parties agree that the dispute must be settled by arbitration, the dispute must be settled finally under Danish law by arbitration in accordance with the 'Rules of Arbitration Procedure of the Danish Institute of Arbitration'. The court of arbitration is established in Randers, Denmark.
- 16.3. Any agreement entered into between the Parties is subject to Danish law. Unless otherwise stated, the general rules of Danish law govern the relationship between the Parties. Danish law applies irrespective of whether rules relating to conflict of laws may refer to foreign law.