

## Blunico A/S terms of sale and delivery 02

The below terms of sale and delivery shall apply to all customer/supplier relations unless another agreement written by us concerning one or several of the below terms of sale and delivery is available and they shall apply regardless of any diverging conditions in the customer's order or accept.

### 1. Offer and accept

Both oral and written offers from Blunico A/S must be accepted no later than 8 days after submission of the offer, unless the offer states otherwise.

Blunico A/S is entitled to annul a formerly confirmed order if the buyer has unsolved financial accounts with Blunico A/S.

### 2. Delivery:

Delivery is ex works, whereby the buyer bears the risk of unforeseen contingencies, which may affect the goods after delivery. This shall apply, regardless of whether Blunico A/S according to agreement pays carriage of the goods or not. Buyer himself must provide for insurance against damage occurring and affecting the goods after delivery.

### 3. Payment:

In accordance with agreement as described in offer, order confirmation and invoice. After maturity of the invoice, interest will be charged as described on the invoice.

### 4. Packaging:

Packaging cannot be returned unless otherwise agreed to in writing.

### 5. Times of delivery:

To the extent possible, times of delivery are according to the buyer's wishes.

The time of delivery is fixed with reservations to strike, lockout, fire or other force majeure situations not hindering the delivery to the agreed time and that the delivery will not be hindered due to delay of necessary deliveries or other unforeseen delays. The company's freedom from responsibility in the above situations shall also apply even if it is possible to procure corresponding goods from other suppliers than the regular supplier of offered or order confirmed goods. In case of delay buyer is not entitled to claim damages for failure to perform the contract.

Thus, buyer is for example not entitled to annul the contract, claim damages or a discount.

### 6. Defects

If the delivery or part of it is defective due to material faults, manufacturing faults or Blunico A/S' faulty work, Blunico A/S shall indemnify the customer for the loss equivalent to the invoiced price of the delivery or free of charge return or repair the delivery or parts thereof at Blunico A/S' option.

Blunico A/S' responsibility is expressly limited to the above mentioned indemnity, return or repair and Blunico A/S cannot be held liable for direct or indirect damages or loss, including loss on operations, loss of profits, loss of time etc.

However, if the delivery in question originates from sub-suppliers or manufacturers other than Blunico A/S, the company cannot be held liable extending beyond the damages that the company can claim from the sub-supplier or manufacturer of the delivery in question.

### 7. Complaints:

It is the responsibility of the buyer no later than upon receipt of the delivery to thoroughly check whether the goods are according to contract. Complaints about deliveries shall be submitted immediately and no later than 8 days after receipt of the delivery.

There shall be paid no compensation for the consequences of such faults or costs paid by the buyer in connection with fault finding etc.

Items with manufacturing faults shall be exchanged/remedied at Blunico A/S' option until 1 year after delivery date.

### 8. Annulment of order:

Buyer's request for annulment of an order shall be submitted to Blunico A/S in writing. An annulment is accepted, when Blunico A/S presents a written acceptance.

### 9. Product liability:

Buyer shall indemnify Blunico A/S for loss to the extent that Blunico A/S is presented with a third-party-liability for such damages and losses, which Blunico A/S in accordance with second and third section of this item cannot be held liable for by the buyer.

Blunico A/S cannot be held liable for loss on operations, loss of earnings or any other indirect losses.

Blunico A/S cannot be held liable for damages caused by the equipment:

1. to real and personal property, if the damages occur while the equipment is in buyer's possession.
2. to products produced by the buyer or to products, which the equipment is a part of or for damages to real and personal property, which these products due to the equipment cause.
3. Blunico A/S' indemnity liability per insurance year in connection with personal injury and/or property damage cannot exceed DKK 10,000,000.  
10.000.000

Limitations to seller's responsibility shall not apply if he is guilty of gross negligence.

If a third party puts forward a claim against one of the parties for damages as per this item, this party shall immediately inform the other party about this.

Blunico A/S and the buyer are mutually obligated to allow an action for damages at the court of law or court of arbitration, which administer compensation claims raised against them on the basis of damage or loss, allegedly caused by the equipment. The mutual relationship between buyer and seller shall however, be settled in arbitration according to item 11

### 10. Title:

The title to the goods stays with Blunico A/S until the entire purchase price including interest, costs etc. is paid in full.

### 11. Venue:

In case of dispute between the parties the dispute shall be settled according to Danish Law in the Horsens Court of Law or the Western High Court, depending on the value of the object.