

GENERAL TERMS AND CONDITION for Kent Højtryk A/S

Version: June 2019

1. APPLICATION

These general terms and conditions shall apply to any purchase of goods or products (the "Product") by the customer from Kent Højtryk A/S, of Skovbrynet 10, 6752 Glejbjerg, Denmark, company reg. (CVR) number 27729851, info@kent-as.dk ("KH"), including any purchase of a Product at KH's webshop.

The customer's purchase terms etc. shall not apply in the contractual relationship unless KH has expressly declared that KH accepts them.

2. CONSULTANCY, OFFERS AND ORDER CONFIRMATIONS

KH's discussions with the customer about the customer's choice of solution are solely non-binding in nature, unless a separate consultancy agreement has been entered into.

KH's offers shall be valid for four (4) weeks unless otherwise agreed in writing.

A final agreement on sale and delivery has been entered into only when KH has confirmed the order in writing. Orders are confirmed by KH subject to KH being able to purchase relevant goods, raw materials etc.

KH shall only be bound in accordance with the contents of the order confirmation. A customer who finds a discrepancy between the order and the order confirmation shall give notice hereof immediately. If the customer does not do so, the customer shall be bound by the contents of the order confirmation.

3. DRAWINGS AND TECHNICAL INFORMATION

All drawings and technical documents concerning the Product or its manufacture, which are passed to the customer before or after placing an order, shall belong to KH.

Without KH's consent, drawings, technical documents or other technical information received by the customer shall not be used for purposes other than those intended when they were passed on. Such information shall not, without KH's consent, be copied, reproduced, passed on to or otherwise disclosed to a third party.

In the event of purchase of a Product consisting in whole or in part of software, the customer shall be licensed solely for non-exclusive use of the software. The customer thus acquires no title whatsoever to the software. The customer's licence to use the software cannot be transferred to third parties and the customer shall not be entitled to copy the software for third parties.

4. PRICES

All prices are stated in Danish Kroner (DKK), exclusive of VAT, any kind of charges levied by public authorities, packaging, transportation etc.

Prices are subject to change due to price increases imposed by KH's subcontractors, customs duties and excise taxes of any kind, and currency movements, which KH may add to the prices until delivery. KH shall inform the customer accordingly in writing without undue delay.

5. PAYMENT, INTEREST AND DEFAULT OF PAYMENT

The purchase price shall be payable fourteen (14) days from the invoice date, except for commissioned sales, for which half of the purchase price shall be payable at the time of ordering and half at the time the Product is delivered.

KH reserves the right to demand a bank guarantee or other security for payment before delivery. If the customer cannot provide such security, KH shall be entitled to cancel the order and claim damages for any loss KH may have suffered.

KH may without liability postpone delivery of the order by written notice to the customer if the customer is in arrears with payments for previous orders. KH shall be entitled to cancel the order if the customer has not paid the amount due within three (3) months of sending a demand notice. The customer shall be liable for any loss suffered by KH as a result of delay in payments or non-payment.

If the customer does not pay on time, interest of two (2) per cent per month will be charged and KH shall be entitled to reimbursement of its collection costs.

6. RETENTION OF TITLE

All Products shall remain KH's property until payment has been made in full. The customer shall pay all costs of enforcing the retention of title. The retention of title does not affect the passing of risk in Clause 7.

7. DELIVERY

Delivery will be in accordance with ICC Incoterms 2010 ex works Glejbjerg, Denmark, unless otherwise expressly agreed in writing. Depending on the circumstances, KH may assist specifically with arranging the dispatch of Products at the customer's expense if KH has accepted this in writing for the order in question.

If another place of delivery is agreed, transportation to that place including loading, if any, shall be at the customer's expense and risk.

Insurance of the customer's risk during transport will only be taken out by KH if this has been expressly agreed in writing.

8. DUTY OF INSPECTION, NOTICE AND REMEDIES

The customer shall thoroughly inspect the Product immediately after receipt to check that the Product is without defects and in accordance with the contract.

Default notice shall be made in writing and must be received by KH no later than eight (8) days after delivery of the Product. All notices shall be specific, documented and state the precise contents of the default.

In the event of non-visible damage, notice shall be made in a similar way no later than eight (8) days after the defect could have been discovered by thorough inspection.

If the customer has not given notice in writing within twelve (12) months of the delivery time, the customer shall be debarred in all respects from claiming any remedies for defective performance, damages or other remedies.

The customer's remedies in the event of delays or defects follow from Clauses 9 and 10.

9. TIME OF DELIVERY AND DELAYS

The time or period of delivery will be stated at the time of the order or possibly in the order confirmation. KH reserves the right to postpone delivery by seven (7) days without liability for KH. If such postponement becomes relevant, KH shall immediately inform the customer of this.

If the customer can prove that a delay has occurred, that the delay is due to error or omission by KH and that the customer has incurred a loss as a result of the delay, the customer shall be entitled to damages for the loss incurred.

In the event of delay, the customer shall only be entitled to cancel the agreement by written notice to KH if the delay lasts for more than three (3) months from the original delivery time.

KH assumes no other liability for the delay or consequences thereof and the customer shall have no other remedies for breach.

If the delay is due to any such circumstance as stated in Clause 14 or any other circumstance attributable to the customer, KH shall be entitled to extend the delivery time to an extent that is reasonable taking into account all circumstances. This shall apply regardless of whether the cause of the delay occurs before or after the agreed delivery time.

Unless the customer's failure to accept the Product is due to such circumstances as stated in Clause 14, KH may demand by written notice that the customer accepts the Product within a final, reasonable period. If, for any reason for which KH is not responsible, the customer refuses to accept the Product within this period, KH shall be entitled by written notice to cancel the agreement in whole or in part. KH shall then be entitled to damages for any loss the customer's breach of contract has caused for KH.

10. LIABILITY FOR DEFECTS

If the customer proves that the Product is defective, KH shall be entitled to remedy the defects in accordance with this Clause 10. Defects shall be remedied in the place which KH finds appropriate. Any transport costs shall be distributed equally between KH and the customer.

The customer may have a third party carry out remedying of defects only if, within a reasonable time and by a reasonable number of attempts, KH is unable to remedy defects, correct errors or make adjustments etc. If the customer wrongfully has a third party carry out remedying of defects, the customer may not claim its costs against KH.

KH's liability does not cover defects arising from causes applicable after the risk in the Product has passed to the customer, including defects due to insufficient maintenance, incorrect assembly or faulty repairs carried out by the customer or changes made without KH's written consent. KH shall also not be liable for normal wear and tear.

The customer shall have no remedies for breach other than those stated in this Clause 10.

11. LIABILITY FOR DAMAGE OR INJURY CAUSED BY A PRODUCT

KH shall be liable for defective products under the general rules of Danish law, but KH's product liability in the mutual relationship between KH and the customer shall in all events be limited to DKK 10 million.

Irrespective of the above, KH shall not be liable for damage to property caused by the Product after delivery and while it is in the customer's possession, and KH shall also not be liable for damage to products that have been manufactured by the customer or for damage or injury caused by products of which KH's Product forms a part. Changes to or interference with the Product without KH's written consent and non-compliance with applicable rules and regulations shall exempt KH from all liability.

If KH is held liable for a Product vis-à-vis a third party, the customer shall indemnify KH in the mutual relationship between KH and the customer to the extent to which such liability exceeds the limits set out in these general terms and conditions.

If a third party claims compensation from either KH or the customer for such damage or injury, as regulated by this provision, the party claimed against shall immediately inform the other party accordingly.

12. ANTICIPATORY BREACH OF CONTRACT

Notwithstanding any other provisions in these general terms and conditions, KH shall be entitled to cancel the order and withdraw from the resulting obligations if the circumstances clearly show that the customer will not be performing its obligations. In such event, KH shall immediately give notice to the customer in writing.

13. LIMITATION OF LIABILITY

KH's liability shall not cover defects in the Product caused by materials that have been supplied by the customer or by the customer's own designs or specifications. KH shall only be liable for defects arising if the Product is used safely and as instructed. Changes to or interference with the delivered Product without KH's written consent shall exempt KH from all liability.

The customer shall be responsible for the fitness of KH's consignment for the customer's purpose.

Except for the liability under Clause 11, KH's liability shall be limited in each case to the order value of the relevant Product(s).

KH shall in no event be liable for operating loss, loss of profit, loss of time, loss of useful value, loss of business opportunities, loss of goodwill or any other consequential or indirect loss.

If KH is held liable vis-à-vis a third party, the customer shall indemnify KH to the extent to which such liability exceeds the limits set out in these general terms and conditions.

14. FORCE MAJEURE

In the event of force majeure, KH shall be exempt from its obligations for as long as the force majeure situation lasts. Force majeure shall be deemed to exist if KH or KH's subcontractors are prevented from performing agreements governed by these general terms and conditions as a result of the following, non-exhaustive list of circumstances: war and mobilisation, rebellion and unrest, acts of terror, natural disaster, strike and lockout, shortage of goods, fire, lack of means of transport, currency restrictions, import and export restrictions, computer viruses or any other circumstance beyond KH's control which could not have been anticipated on the date of the agreement.

If the situation of force majeure lasts for more than three (3) months, KH and the customer shall be entitled to cancel the order in full or in part.

15. PRIVACY POLICY

When KH's website is used, KH collects and processes a range of information on an ongoing basis, including if the customer registers as a user or makes purchases via the webshop. Reference is generally made to KH's privacy policy which is available on KH's website www.kent-as.dk/forside/cookies.

16. VENUE AND CHOICE OF LAW

The agreement shall be subject to Danish law excluding the current private international law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Any disputes between KH and the customer which cannot be amicably settled shall be settled by the Court of Esbjerg, Denmark, as the court of first instance.

However, KH shall always be entitled to commence proceedings in the customer's home court. In connection with product liability damage or injury, KH may further choose to commence proceedings against the customer in the court that hears a product liability claim made against KH.

KH shall also be entitled to demand that all disputes be settled by arbitration by the Danish Institute of Arbitration or by the arbitration tribunal of the International Chamber of Commerce (ICC), sitting in Denmark, with Danish as the language of the proceedings.