



## General terms of sale and delivery for BECHH ApS

### 1. General provisions:

The following terms of sale and delivery apply in all cases to the customer/supplier relationship with BECHH ApS, CVR No 40934154 ("BECHH"), where BECHH is the seller, unless there is another written agreement between BECHH and the customer concerned which departs from one or more of the following terms of sale and delivery.

The terms of sale and delivery set out below, notwithstanding any terms of purchase specified or submitted by the customer, shall precede them, unless bechh has accepted them in writing and expressly.

### 2. Offers and acceptance:

Upon customer acceptance of BECHH's offer, the customer also accepts that BECHH may be entitled to charge the customer a higher price than the price indicated in the offer, provided that the conditions for this are met, see below in point 3.

### 3. Prices:

If BECHH receives the customer's acceptance of BECHH's offer later than 5 days after BECHH made the offer to the customer, BECHH is entitled to charge a higher price than the price indicated in the offer to the extent that the prices of raw materials or the like necessary for BECHH's performance of the supply to the customer have increased from the time of BECHH's submission of the offer to the customer until the date of customer acceptance of BECHH's offer, see paragraph 2.

BECHH's prices are excl. Packaging, freight, insurance and VAT.

### 4. Payment terms:

All payments must be made within 30 days net, unless otherwise stated in order confirmation from BECHH. Interest on late payments is incurred in accordance with the rate of the Interest Act, from the date on which payment should have been made and for payment

### 5. Retention of ownership:

The goods supplied remain BECHH's property until payment has been paid in full, to the extent that such retention of ownership is valid under applicable law.

In the event of the customer's payment default, BECHH is entitled to collect the delivered goods without prior notice, and the customer is obliged to hand over the delivered goods. In the event of repossession in accordance with the retention of title, the customer must compensate the supplier for any loss and all costs, including legal fees, that the supplier may suffer.

Until full payment has been made the customer is not entitled to carry out resale, any kind of transfer of title, pledging, lending, renting or the like of the delivered goods or have the delivered goods incorporated into a building in such a way that the retention of title cannot be maintained. If legal action is taken against the delivered goods from a third party, including distress, the customer is obliged to notify the supplier immediately.

### 6. Delivery and shipping:

Delivery times are as much as possible in line with the customer's wishes. BECHH sets the estimated delivery time. However, BECHH does not undertake any obligations to accurately comply with the customer's desired delivery times. Delivery is done ex-works (Incoterms 2022), unless otherwise stated in the order confirmation from BECHH. At the customer's request, BECHH, at the customer's expense and risk, arranges the goods transported to any place designated by the customer, to which there is a viable route.

### 7. Cancellation, postponement and return:

Cancellation and deferral of delivery of orders at the customer's request can only be done by prior agreement and against payment of BECHH's costs associated with it. Stockkeeping units are only returned by prior agreement and only for a fee. Returns are made at the customer's expense and risk. Specially processed or specially sourced goods are not returned.

### 8. Delay:

Any specified delivery time is understood to mean an estimated delivery time, as referred to in point 6 above, and BECHH is thus not delayed if the estimated delivery time is exceeded, for example, as a result of strikes, lockouts, fires or other force majeure preventing delivery to the estimated time, or as a result of the fact that the delivery is otherwise prevented by delay of necessary deliveries, unforeseen delays in manufacturing or conditions otherwise caused by BECHH's suppliers. In the event of a delay, the customer is not entitled to assert default powers against BECHH. For example, the customer is not entitled to withdraw the purchase, claim compensation or a proportionate reduction in the purchase price.



## **9. Liability for defects:**

### **a) Quantity gaps:**

If the agreed quantity is not delivered in full, the customer must advertise immediately upon receipt in order to make a claim for defects. Complaints must be made directly to BECHH, as well as by endorsement of any consignment note. The customer has no shortages other than a right to remedy the defects made as soon as possible upon delivery. If after-delivery is not done within a reasonable time, the customer may claim compensation for documented losses, but maximized by the proportion of the quantity deviation in the invoice amount.

### **b) Quality deficiencies:**

Only documented design, manufacturing, and material defects in the goods supplied and work services wrongly performed are considered to be quality defects. Quality defects caused by the customer's instructions, the material provided by the customer or not unique identification of the correct drawing version cannot be invoked. The customer should therefore ensure that such instructions for materials are correct. The customer must carry out a reasonable examination of the goods as soon as possible. Quality defects that could have been discovered by such an examination can only be invoked if the customer advertises directly to BECHH within 8 days of the defect being or should have been detected by the customer, but within 30 days of the product being delivered to the customer.

In the event of visible defects and transport damage, the customer must also endorse any consignment note and immediately contact the carrier responsible for the transport (mail, rail, carrier, etc.) as well as BECHH, otherwise the customer will lose the right to invoke such defects. In any case, the customer's complaint about defects in delivered goods must be in writing and have arrived at BECHH within 1 year of the time of delivery of the goods in question. BECHH may at any time invoke the customer's delayed complaint, even if BECHH may have started negotiations with the customer about the deficiencies in question. The customer has no shortages other than a right to remedy the defects, which are made shortly after complaints about the defect have come to BECHH by rectification, delivery or delivery. BECHH decides how remediation should be done. Costs for dismantling, installation, etc. in connection with the repair are borne by the customer.

### **c) In the event that the customer supplies material to BECHH, either as a raw material or as a partially processed material, and if this material is damaged or lost, BECHH may be responsible for the cost of the material at most excl. processing and cannot be obliged to pay anything else in addition.**

## **10. General limitation of liability:**

BECHH's total liability for the supply, including in the event of damage or loss of material supplied by the customer to BECHH, see paragraph 9(c) thereof, shall at all times be limited to a maximum of 30 % of the amount paid by the customer for the service on which the claim is based excl. VAT, freight, etc. If the customer has not paid for the service in question, no claim can be made Against BECHH. Regardless of the amount paid for the service, BECHH's total liability is maximized to DKK 50,000.00. BECHH is in no case liable for (i) operating losses, (ii) loss of time, (iii) loss of profit, (iv) loss of production, (v) loss of earnings, and (vi) claims against the customer from third parties as a result of the customer's contractual relationship with third parties, including, for example, but not limited to, contractual fines, regardless of whether the customer's loss during (i)-(vi) is classified as direct or indirect loss, or any indirect loss and/or consequential loss, unless the loss is caused by BECHH's intentional actions or gross negligence.

## **11. Product liability:**

BECHH is only liable for damage to real estate and movable property caused by the goods supplied if it is proven that the damage is caused by maladministration by BECHH. BECHH shall not be liable for product damage on any other basis. BECHH's liability for product damage cannot exceed the amount of coverage that can be obtained in BECHH's product liability insurance. BECHH shall not be liable for any injury or injury caused by products manufactured by the customer or for damage to and damage caused by products incorporating the goods supplied by BECHH. To the extent that BECHH may be subject to third party product liability, the customer is obliged to indemnified BECHH to the same extent that BECHH's liability is limited under this paragraph 11.

BECHH is in no case liable for (i) operating losses, (ii) time losses, (iii) profit losses, (iv) loss of production, (v) loss of earnings, and (vi) claims against the customer from third parties as a result of the customer's contractual relationship with third parties, including, for example, but not limited to, contractual fines, regardless of whether the customer's loss during (i)-(vi) is classified as direct or indirect loss, or any indirect loss and/or consequential loss, unless the loss is caused by BECHH's intentional actions or gross negligence.

The customer is obliged to be sued by the court or arbitration tribunal which hears claims for damages brought against BECHH on the basis of an injury or loss allegedly caused by defective goods supplied by BECHH.

## **12. Certification, etc.:**

BECHH shall not be responsible for ensuring that the goods and/or services supplied by BECHH or a product in which the product supplied by BECHH is or is intended to be included, can obtain and/or meet the requirements for any certification, marking, authorisation or the like, unless otherwise expressly agreed between BECHH and the customer.

## **13. Intellectual property rights:**

Any intellectual property right or other right, including patents, utility models, designs, trademarks, copyright, know-how, etc. developed by BECHH in connection with the performance of agreements between BECHH and the customer shall at all times be BECHH's exclusive property, unless otherwise expressly and in writing agreed.

There is no transition of intellectual property rights in connection with the supply of goods. BECHH thus retains all its intellectual property rights and other rights, including patents, utility models, designs, trademarks, copyright, know-how, etc. related to the goods and all documentation prepared by BECHH related to the goods is at all times BECHH's exclusive property, and the customer must respect such rights at all times, regardless of whether the rights are registered or not.



**14. Freedom of responsibility:**

The following circumstances shall entail a duty of liability for BECHH if they prevent the fulfilment of BECHH's obligations vis- vis the customer or make compliance particularly onerous: fire, explosion, natural disaster, epidemic, war, riot, disturbance, state of emergency, mobilisation or equivalent military measures, seizure, currency restrictions, import or export bans, strike, lockout or other circumstances of a similar nature outside bechh's control, whether they are available from BECHH or from BECHH's suppliers.

**15. Invalidity:**

If one or more of the provisions of these terms of sale and delivery are declared unlawful and invalid and thereby unenforceable, this shall not affect the validity and enforcement of the remainder of these terms and conditions of sale and delivery.

**16. Rules of law and jurisdiction:**

These terms of sale and delivery, agreements between BECHH and the customer and any dispute or disagreement that may arise therefrom are settled in accordance with Danish law, with the exception of the international conflict-of-laws rules and cisg, before the ordinary courts of BECHH's jurisdiction.

**BECHH ApS**