

1 Validity

- 1.1 The below general terms of sale and delivery apply to all offers, sales, and deliveries, unless otherwise agreed upon in writing.
- 1.2 In case of disagreements between the parties' individual conditions, CNC ONSITE A/S' general terms of sale and delivery will apply.

2 Offer and availability

- 2.1 All written offers are binding for 30 days, such that the offer must be accepted 30 days from the date of the offer.
- 2.2 However, all offers are made subject to the goods being unsold, until the buyer's acceptance has been given.

3 Product information

- 3.1 All information and data in CNC ONSITE A/S' material about product information and price lists cannot directly nor indirectly be considered to hold guarantees and are only binding to the extent that the agreement specifically refers to them.
- 3.2 CNC ONSITE A/S has exclusive rights on the aforementioned material, which must not be used for purposes other than what has been agreed nor be handed out to a third party without acceptance.

4 Price

- 4.1 All prices are in Danish kroner excl. of VAT, and the buyer must accept changes in price as a consequence of changes in customs, taxes, duty and the like during the time between the offer date and the invoice date.
- 4.2 If sale has been agreed in foreign currency, CNC ONSITE A/S reserves the right to price changes as a consequence of changes in currency rates during the time mentioned.
- 4.3 If the delivery is delivery by instalments, CNC ONSITE A/S reserves the right to price changes relative to the above items 4.1 and 4.2 for each instalment unless otherwise agreed.

5 Payment

- 5.1 Payment is cash on delivery, unless otherwise agreed or stated in the invoice.
- 5.2 After due date, interest is calculated at 2.5% per month or fraction of a month as well as compound interest.
- 5.3 The buyer is not entitled to set off against the purchase amount, unless the set-off has been acknowledged by CNC ONSITE A/S in writing.

6 Retention of title

- 6.1 The goods sold remain the property of CNC ONSITE A/S until all amounts concerning the delivery have been paid in full.

7 Delivery

- 7.1 The terms of delivery must be interpreted in accordance with the Incoterms in force at the time of the conclusion of the agreement.
- 7.2 CNC ONSITE A/S reserves the right to delivery by instalment.

8 Responsibility for delays

- 8.1 Delivery within 48 hours after the agreed time of delivery is not considered delayed delivery.
- 8.2 Furthermore, CNC ONSITE A/S is not responsible for delays unless it can be established that the delay is caused by negligence by CNC ONSITE A/S or others, for whom CNC ONSITE A/S is responsible.
- 8.3 Indication of delivery dates have been fixed according to certain estimates, but CNC ONSITE A/S reserves the right to postpone the delivery date due to circumstances, as indicated in item 13.0

9 Instruction and training

- 9.1 Instruction and training performed by CNC ONSITE A/S are only included in the sale if this is explicitly agreed in writing.
- 9.2 All instruction and training must be used by the buyer within 12 months after delivery.

10 Responsibility for defects

- 10.1 Upon delivery the buyer is obliged, before the material is taken into use, to perform proper testing of the material and cannot at a later date claim defects that he should have discovered during such an examination.
- 10.2 CNC ONSITE A/S is entitled to remedy possible defects through replacement supply/subsequent delivery within a reasonable time.
- 10.3 If remedy cannot take place, CNC ONSITE A/S reserves the right to grant a relative reduction or have the defective materials returned against reimbursement of the purchase price, without the buyer's being able to hold CNC ONSITE A/S further responsible.
- 10.4 The buyer's power of breach of contract becomes void if the buyer or a third party, without the consent of CNC ONSITE A/S, performs technical modifications, or themselves perform repairs with unoriginal parts.

11 Complaint

- 11.1 In the case of defects the buyer must immediately and not later than 14 days after delivery make a complaint in writing to CNC ONSITE A/S.

12 Product liability

- 12.1 CNC ONSITE A/S is liable for defective products to the extent stated in mandatory statutory provisions.
- 12.2 Furthermore, CNC ONSITE A/S is only liable for personal injury if it can be documented that the injury is due to defects or negligence committed by CNC ONSITE A/S or others, for whom CNC ONSITE A/S is responsible.
- 12.3 CNC ONSITE A/S is not liable for damage to property after delivery and otherwise not for damage that takes place while the goods sold are in the possession of the buyer, if the goods sold are part of the buyer's products.
- 12.4 If product liability should be imposed on CNC ONSITE A/S towards a third party, the buyer is obliged to indemnify CNC ONSITE A/S to the extent that follows according to the above.
- 12.5 The buyer is obliged to have an action brought against him at the same venue and according to the same governing law as CNC ONSITE A/S.
- 12.6 If a third party raises a claim of product liability against one of the parties, this party must immediately inform the other party thereof.

13 Force majeure

- 13.1 CNC ONSITE A/S is not liable for whole or part delay or performance as a consequence of force majeure including war, revolt, strike, lockout, blockade, import- and export ban, seizure, exchange control regulations, general shortage of goods, shortage of man power and means of transportation, defects in deliveries from sub-suppliers or delays in the same, fire, natural disasters or similar circumstances, which CNC ONSITE A/S has not been able to avoid, and the consequences of which CNC ONSITE A/S has not been able to prevent.
- 13.2 CNC ONSITE A/S must without undue delay inform the buyer of such circumstances.
- 13.3 Each party can cancel the agreement in writing, exempt from liability, if performance has not been possible for more than 3 months due to force majeure.

14 Limitation of damages

- 14.1 CNC ONSITE A/S is not liable for operating loss, profit loss, or other indirect loss that has occurred at the buyer's or a third party and irrespective of whether liability is due to delay, defect- or product liability. In the case of defect liability, damages can as a maximum be the purchase amount and max. 15,000.00 EUR, whereas damages concerning delay can as a maximum be 7% % of the purchase amount and max. 100,000.00 EUR.

15 Governing Law and Venue

- 15.1 All disagreements between the parties are to be solved according to Danish Law and with the Court in Vejle as venue.