

# General Terms and Conditions

## Front-Z A/S

### 1 Application

1.1 These general terms and conditions shall apply to all quotations, orders, sales and deliveries of products (the “**Product**”) provided by Front-Z A/S (the “**Seller**”), provided that the parties have not agreed otherwise in writing. The general terms and conditions of the customer (the “**Customer**”) do not apply, regardless of any reference to such terms and conditions in the correspondence between the parties, unless this is expressly confirmed in writing by the Seller.

### 2 Quotations and prices

2.1 All quotations and agreed prices are exclusive of VAT and other taxes.  
2.2 Should the delivery of the Product be postponed due to circumstances on the part of the Customer (claimant’s default), the Customer is - unless the Seller has notified the Customer in writing to the contrary – obliged to effect all payments to the Seller as if delivery had taken place on time.  
2.3 The Seller is entitled to compensation for documented increases in costs occurring in the period following the date of the quotation, which are due to changes in the prices of material, purchase prices, production prices, exchange rates, public taxes and duties, etc.  
2.4 Quotations are valid for thirty (30) working days from the date of the quotation, unless otherwise expressly agreed.  
2.5 If the date of delivery is postponed by more than three (3) months from the agreed date of delivery due to agreement between the parties, the Seller is not bound by the agreed price and is entitled to change the price, which in such case will be determined in relation to the Seller’s current prices on the date of delivery or, if such prices are not available, what may be considered as the Seller’s generally applicable prices on the date of delivery. The Seller’s right to compensation, cf. clause 2.3, is not affected by this.  
2.6 It is a condition for entering an agreement that credit insurance can be taken out. If the Customer is unable to take out credit insurance, the Seller is entitled to demand payment of 50% of the purchase price upon placement of the order and the remaining 50% of the purchase price before shipment of the order.

### 3 Delivery and transport

3.1 Delivery is “Ex Works”, unless otherwise agreed in writing.  
3.2 Notwithstanding the provisions in clause 3.1, passing of risk to the Customer does not presuppose that the entire contractual delivery has been delivered by the Seller, as the risk for any part delivery of the total contractual delivery passes to the Customer once the part delivery becomes available to the Customer at the agreed place.  
3.3 Any agreed delivery times are for guidance only. If a written agreement concerning the delivery date has been entered into, the delivery date is calculated from the date on which the final order is confirmed by the Seller and all information that is necessary for the completion of the delivery is available to the Seller.  
3.4 A claim for damages and/or liquidated damages (if liquidated damages are agreed in writing) due to the Seller’s delay can never exceed the invoiced amount of the Product in question.

### 4 Invoicing and payment

4.1 Payment of invoices must be made within twenty (20) working days from the invoice date.  
4.2 If the Customer does not make timely payment, the Seller is, after having notified the Customer in writing, entitled to suspend the performance of its contractual obligations until payment is made.  
4.3 The Customer is not entitled to set off any claims against Seller, which have not been accepted in writing by the Seller, and is not entitled to retain any part of the payments due to any type of counter-claim.  
4.4 Interest accrues on the Seller’s payments receivable at a rate of 1.75 per cent per month. A reminder fee of DKK 100 is charged for each reminder forwarded. If collection proceedings are initiated for the collection of the Seller’s outstanding account, the collection costs are charged to the Customer.  
4.5 The Seller is at any time after entering into the agreement entitled to claim satisfactory security from the Customer in the form of for instance a bank guarantee for the Customer’s performance of its obligations towards the Seller.

### 5 Returns

5.1 Delivered Products may only be returned if the Seller has given its specific prior written consent hereto.  
5.2 In the event that the Customer is entitled to cancel the agreement, the sold Products must be returned to the Seller at the cost and risk of the Customer. To the extent that the Seller incurs shipment costs etc., the Seller is entitled to require that the Customer reimburses such costs and the Seller may set off such claims against any claims the Customer may have against the Seller.

### 6 Liability for defects

6.1 The Seller is liable for the delivered Products being in compliance with the agreement. In addition the following applies:  
6.2 It is the responsibility of the Customer to thoroughly examine whether the delivery conforms to the agreement immediately upon delivery or if this is not possible, upon receipt of the Products.  
6.3 If the Customer wants to make a claim for defects, the Customer must not later than three (3) working days after the delivery date, notify the Seller in writing of any visual defects, and not later than seven (7) working days after the delivery date, notify the Seller in writing of hidden defects and state the nature of the defect. If the Customer has discovered or ought to have discovered a defect and does not notify the Seller as set out above, the Customer will no longer be entitled to make a claim based on that defect.  
6.4 Once the Seller has received written notification of a defect as set out in clause 6.3, the defect must be remedied within a reasonable time considering the nature of the defect and the overall circumstances.  
6.5 If an examination of the Product shows that the Product has a defect, which is not comprised by the Seller’s duty to remedy, the Customer must compensate the Seller associated with the examination of the Product and any remedial action.  
6.6 Unless otherwise agreed, the Customer is obliged, after repair, remedial action or replacement has taken place, at its own account and risk, to collect the repaired or replaced product from the Seller.  
6.7 The Seller’s liability for performing its obligations in respect of remedy of defects applies only to Products delivered by the Seller.  
6.8 The Seller is not liable for defects caused by circumstances on the part of the Customer, including wrongful storage of the Product, changes made to the Product, defective repairs of the Product made without the consent of the Seller, etc.

### 7 Product liability

7.1 The rules applicable from time to time on product liability under Danish law apply. If not otherwise set out in mandatory rules of law, the limitations on the liability of the Seller stated in clause 8 apply with respect to product liability.

### 8 Limitation of liability

8.1 The Seller is in no event liable for operating losses, loss of profits or other indirect, consequential losses under this agreement or for such indirect losses that arise or may arise as a result of delay, defects, product liability or otherwise. This limitation of the Seller’s liability does not apply, if the Seller has acted with gross negligence or with misconduct.

### 9 Force Majeure

9.1 The Seller shall not be liable for non-performance due to force majeure, including but not limited to war, mobilisation, riots, civil commotion, government intervention or intervention by local authorities, strikes, boycott or lock-out, shortage of raw materials, labour or power, ban on imports or exports, natural disasters, fire, explosion or any similar causes beyond the control of the Seller.  
9.2 The above provision also applies when events of force majeure prevent Seller’s sub-suppliers from performing their contractual obligations.

### 10 Intellectual property rights

10.1 All intellectual property rights of whatever nature related to the Products or parts hereof shall be the sole property of the Seller. Any intellectual property rights generated or developed in the cooperation between the Seller and the Customer shall also be the sole property of the Seller.

### 11 Transfer of rights and obligations

11.1 The Seller is entitled to transfer all rights and obligations under the agreement to a third party.

### 12 Choice of law and venue

12.1 Disputes arising out of or in connection with this agreement shall be settled in accordance with Danish law and with the Court in Herning, Denmark, as venue.