

## **C. K. Environment A/S TERMS AND CONDITIONS OF SALES AND DELIVERY**

The following general terms and conditions apply to all offers, sales and deliveries, including those for which the Purchaser has prescribed other terms and conditions. Deviations from the present terms and conditions will only be valid if C.K. Environment has declared approval thereof in writing. In the following, C.K. Environment is referred to as CKE.

### **1. Offers**

An offer from CKE is valid for 30 days, except when an alternative period is stated. Orders placed with CKE on the basis of an offer are not binding until CKE provides final written confirmation.

### **2. Prices**

The prices stated in the offer are excluding VAT and packaging charges. Furthermore if, in the interval between the offer and invoicing, there are changes in foreign currency exchange rates and duties and in the cost of materials, salaries and transportation, CKE reserves the right to amend the prices stated in the offer.

### **3. Payment**

Prepayment unless otherwise agreed, with prior credit approval. After due date for payment, interest at 2% a month or part thereof calculated on the sum owing and a reminder charge of DKK 100 for each reminder, are chargeable. The materials delivered will remain CKE's property until they are paid in full. Any minor faults and defects do not entitle the Purchaser to withhold payment.

### **4. Postponement of assignment, etc.**

If the Customer or conditions on the Customer's premises are directly or indirectly the cause of cancellation, postponement, extension or amendment of an assignment, all hours worked and outlays will be invoiced at the normal prices. Any subsequent hours and outlays that may be necessary in connection with the execution of the cancellation/postponement/extension/amendment will also be invoiced.

If an assignment is cancelled/postponed due to adverse weather conditions, the hours and outlays incurred will be invoiced at the normal rates.

### **5. Warranty**

CKE's normal warranty period is 12 months calculated from the delivery date. CKE is obliged to take action to remedy faults and defects caused by design, production or material faults. We offer no warranty on consumables, including sensors, unless otherwise agreed in writing. The warranty will be void if the goods have been subjected to incorrect fitting, a corrosive or toxic environment, insufficient maintenance or incorrect handling. The Purchaser is obliged to maintain the equipment purchased in accordance with the manufacturer's instructions. If CKE has supplied instruction manuals, user instructions or similar material, this must be complied with. The warranty does not cover repairs to damage resulting from a fault in the equipment supplied by CKE.

Products covered by the above-mentioned warranty will be repaired by CKE or replaced at no cost to the Purchaser once the defective goods have been returned at no cost to the Purchaser. The warranty entitles the Purchaser neither to cancel the purchase, to demand replacement nor to take any other course of action in consequence of the fault. The cost of transportation and insurance that may be incurred in connection with remedial action or replacement delivery – including travel costs, accommodation, etc. – as well as the cost of disassembly and fitting will be made at the Purchaser's expense.

### **6. Delivery**

All deliveries will be made EXW (Incoterms 2000) Værløse in Denmark.

The delivery times stated are calculated as a best estimate in accordance with the reservations applicable on the date of entering the agreement. A delivery that is delayed by 14 days for reasons covered by CKE's reservations will under all circumstances be considered timely, and the Purchaser will therefore have no recourse to claim remedy by CKE.

If the delay is due to the fact that CKE finds itself in a situation stated in Section 9, the delivery time will be postponed for the duration of the impediments. If an impediment persists for more than 3 months, both Parties will be entitled to cancel the agreement free of responsibility. This provision is applicable regardless of whether the cause of the delay occurs before or after the expiry of the agreed delivery time. If CKE considers that the company is not in a position to meet the agreed



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delivery date, the Purchaser will be notified of this matter and will, if possible, be informed as to when CKE believes that delivery can take place.

CKE cannot accept liability for any losses, etc. the Purchaser may suffer as a result of a delay or failure to deliver, regardless of the cause.

### **7. Product liability**

CKE may only be held responsible for personal injury resulting directly from a fault due to deliberate or blatantly negligent action on the part of CKE. CKE cannot be held responsible for damage to real estate or personal property occurring while the goods sold are in the Purchaser's possession. Furthermore, CKE cannot be held responsible for damage to products produced by the Purchaser and of which CKE's products form a part, or for products which include such products produced by the Purchaser.

CKE accepts no responsibility for operating losses, loss of profit or other indirect losses of any kind. If product liability is imposed on CKE vis-à-vis a third party, the Purchaser is obliged to indemnify CKE to the same extent that CKE's responsibility is limited in pursuance of the above provisions. However, the indemnification sum cannot exceed the maximum sum, for which CKE has taken out insurance cover.

If a third party raises a claim for compensation against one of the parties in connection with this clause, said Party must immediately notify the other Party in writing. The Purchaser and CKE agree to accept a joint summons by a court handling a claim for compensation raised against one of them due to damage claimed caused by one of CKE's deliveries.

### **8. Force majeure**

If CKE is delayed or prevented from making delivery due to natural catastrophes, conflict, civil unrest, requisition, government embargo, prohibition or legal requirements of any kind, import and export restrictions, strikes, lock-outs, labour market conflicts, shortages of manpower or materials, damage to industrial plant, fire, accidents or any other reason beyond CKE's control, CKE shall be entitled to cancel or postpone fulfilment of the contract and will not be liable to compensate any loss or damage as a result thereof. *In addition to the above criteria regarding force majeure, all conditions related to COVID-19 are added.*

### **9. Safety**

In connection with the performance of assignments on the Customer's property, the Customer is responsible for ensuring that the work can be performed safely and in accordance with legal requirements.

### **10. Property and intellectual property rights**

Reports produced by CKE may only be published in full and with reference to source. The use of excerpts and passages quoted is only permitted by written agreement.

CKE is entitled to the patent on any inventions made during work on the assignment. If CKE applies for the patent, the Customer will be notified without delay.

### **11. Disputes**

Any dispute that may occur between the Parties and which cannot be resolved by negotiation will be determined in accordance with the "Rules of procedure at the Danish Institute of Arbitration".

The arbitration tribunal will be set up in Copenhagen. Danish law will be applied and the choice of language will be Danish.

