

# GENERAL TERMS & CONDITIONS FOR TURN AID

## 1. Introduction

The following general terms of delivery apply to the extent that they are not waived by express written agreement between the parties.

These terms of sale and delivery are considered accepted upon acceptance of orders.

## 2. Prices

All prices are excl. VAT and subject to increases in material cost, labour wages and any statutory changes unless otherwise stated.

When quoting fixed prices, these are only valid within the terms stated in terms of acceptance and delivery deadlines.

## 3. Offer

Only written offers are binding. All offers are subject to intermediate sales and are valid two weeks from the date of the offer.

If the buyer wants special specifications that deviate from TurnAid ApS' standard specifications, these must be explicitly stated in writing.

Production equipment, drawings and the like that form part of the basis for an offer is always considered as TurnAid ApS' property.

## 4. Ownership/reservation of title

Ownership of the delivered product and copies thereof are the property of the copyright holder. The buyer has no other right than the one transferred by the purchase agreement.

TurnAid ApS reserves the title to the delivered products until these are paid for in full by the buyer.

## 5. Order

A purchase is binding when TurnAid ApS has confirmed the order in writing. Thereafter the order cannot be cancelled, altered or postponed by the buyer without written acceptance from TurnAid ApS, and then only against payment of costs incurred and against cash payment of the goods stored at the buyer's expense and risk.

## 6. Delivery

Dispatch is done by TurnAid. Any shipment/transportation is at buyer's expense and risk.

## 7. Delivery

Delivery times are stated in the order confirmation and are based on the buyer's specifications of the goods and the time of ordering.

Delay in delivery does not give the buyer the right to cancel the purchase transaction until after written request to TurnAid ApS to correct the matter and if TurnAid ApS will not deliver the goods within a reasonable time thereafter.

If a delay in delivery is due to the buyer's circumstances, the delivery time is extended a reasonably estimated extent.

## 8. Force majeure

TurnAid ApS will not be liable for failure to fulfil its obligations as a result of force majeure, war, riots, civil unrest, government intervention, fire, strike, lockout, export and / or import ban, missing – defective or delayed deliveries from sub suppliers, labour shortages, fuel, propulsion, manufacturing or testing accidents, mobilisation or unforeseen military draft calls, currency restrictions, lack of means of transport or any other reason beyond the control of TurnAid ApS, which is

capable of delaying or hindering the manufacture and delivery of goods.

If defect-free or timely delivery is temporarily impeded by one or more of the above-mentioned circumstances, the delivery time is postponed for a period corresponding to the duration of the obstacle and the delivery to the postponed time is in all respects regarded as timely.

However, if the delivery difficulty can be expected to persist for longer than three months, TurnAid ApS must be entitled to cancel the offer submitted.

## 9 Product deficiencies

TurnAid ApS guarantees on the following terms that the goods are of generally good quality in terms of material, tolerances and processing.

If deficiencies are detected within one year for goods delivered, TurnAid ApS undertakes, either at its own expense without charge to the buyer to exchange the defective goods – or by supplying similar goods to the buyer, or to credit the buyer for the defective goods on return of these. The aforementioned duties are conditional upon an immediate written notice to TurnAid ApS within five days after the defect has been detected.

TurnAid ApS is not liable for errors or defects that can be attributed incorrect handling, transport, storage, assembly or other negligence by others than TurnAid ApS – or unusual or usual wear and tear.

## 10. Payment

The payment terms are stated in the order confirmation. These are usually 30 days net. If no payment terms are specified, the following applies:

Net cash within 8 days of the invoice date. If payment is not timely, interest is calculated at 2% per commenced month. TurnAid ApS charges a collection fee of DKK 100 per forwarded reminder.

If, at the discretion of TurnAid ApS, the buyer's ability to pay after the conclusion of the transaction is significantly impaired, or if TurnAid ApS is unable to obtain debtor insurance at the time of delivery, cash payment or collateral payment security may be required.

## 11. Product liability

If one of TurnAid ApS' supplied or installed products is causing personal injury due to defects, then TurnAid Ltd. is only liable to the extent that liability under general law can be imposed on TurnAid ApS.

TurnAid ApS. is not liable for damage to the buyer or a third party's property caused by defects in the delivered product. TurnAid ApS' responsibilities include in no case business interruption, loss of business profits or other indirect loss suffered by the buyer or third parties. TurnAid ApS assumes no further responsibility for products incorporating materials supplied by the buyer unless the damage is attributable to TurnAid ApS' product.

If TurnAid ApS incurs liability to third parties as a result of the products delivered to the buyer, the buyer is obliged to keep TurnAid Ltd. harmless to the extent as TurnAid Ltd. above has limited its liability.

TurnAid ApS is otherwise liable in accordance with applicable Danish law on product liability.