

Terms and conditions

APPLICATION

The following sales and delivery conditions apply to sales from BOX-ofGREEN ApS, CVR no. dk44048973 (hereinafter "Seller") to the customer (hereinafter "Buyer"). This also applies, even if the Buyer has stated other terms during the purchase negotiations or in the Buyer's tender material or in the Buyer's confirmation of the agreement to the Seller, as all such terms are deemed waived upon the Seller's final accession to the agreement, unless the Seller expressly reproduces the individual terms herein in writing, are imposed on the Seller and which are different or differently worded than those stated in these terms and conditions of sale and delivery.

OFFER AND ACCEPTANCE

Only written offers are valid for the Seller. Offer is valid for 6 weeks. The delivery horizon/time specified in the offer is only indicative, and the delivery time is only final when it is stated in the order confirmation, cf. however, the Seller's other conditions for delivery and delivery time below.

PRICES

Prices in offers, order confirmations and contracts are daily prices excl. VAT and taxes. The seller reserves the right to change prices in the event of significant changes in purchase prices, production costs, wages, raw materials, sub-deliveries, exchange rates, freight, discounts, customs, taxes, levies and the like. as well as in events covered by force majeure.

PAYMENT

Unless otherwise agreed, payment must be made within 14 days of the invoice being issued. Failure to comply with the Seller's terms of payment is considered a significant breach, which entitles the Seller to stop further deliveries and to demand immediate payment of any receivables, whether due or not due.

If the Buyer does not make payment on time, the Seller is entitled to calculate default interest at 2% per month from the due date. started month after the due date and demand dunning and collection fees in accordance with the legislation.

The Buyer is neither entitled to withhold any part of the invoiced amount nor to offset any part of the invoiced amount with any counterclaims against the Seller that are not acknowledged and accepted by the Seller in writing.

Regardless of whether other payment terms may have previously been agreed with the Seller, in the event of the Buyer's delay in paying the purchase price, the Seller is entitled to make future deliveries conditional on cash payment, or that the Buyer provides the necessary security.

Regardless of the above, the Seller reserves the right, before delivery, to demand a guarantee for payment or payment prior to delivery.

DELIVERY AND DELIVERY TIME

Unless another delivery clause has been agreed, delivery takes place "ex works" to the address in Europe stated in the offer/order confirmation in standard packaging according to current INCOTERMS 2020 "ex works". Shipping is therefore at the Buyer's risk and expense.

The delivery horizon/time specified in the offer is indicative only, and the delivery time is only final when it is stated in the order confirmation. The delivery time in the order confirmation is set by the Seller at its best discretion in accordance with the conditions that exist when the order confirmation is sent. Unless otherwise agreed in writing, a delivery is considered timely if delivery takes place in the period from the 1st business day before to the 1st business day after a specific date stated in the order confirmation, while delivery is considered timely if delivery takes place in the period from 3 business days before to 3 business days after a delivery week specified in the order confirmation. However, this does not apply, if it is stated in the order confirmation that the delivery date is fixed.

The Buyer is not entitled to postpone the agreed delivery date without prior agreement with the Seller.

In the event of a delay, the Buyer must complain immediately. The Buyer can then only cancel the purchase if the Seller has not delivered no later than 5 working days after a written demand to the Seller from the Buyer. The buyer can under no circumstances claim compensation as a result of delay.

If the Buyer has not determined a shipping method at the time of the transport, the Seller arranges for usual safe transport at the Buyer's expense.

When an agreement has been reached for delivery at the Buyer's place or another place designated by the Buyer, the goods are delivered as close to the place of use as the lorry - at the discretion of the driver - can drive without risk of getting stuck or damaging the vehicle and surroundings.

Costs for any waiting time for unloading at the Buyer or another delivery location designated by the Buyer will be debited to the Buyer, just as the Buyer must cover the costs that result from him not being able to receive the goods at the agreed delivery time.

Additional costs due to non-agreed partial delivery are for the Buyer's account.

RETENTION OF TITLE

The seller reserves the right of ownership to the item sold, until the entire purchase price and the costs associated with the delivery of the item for sale, for example delivery is paid by the Buyer. When paying by check or bill of exchange, payment is not considered final payment until full payment has taken place and the bank's possible objection period has expired. The retention of title does not affect the transfer of risk to the Buyer upon delivery.

FORCE MAJEURE

Seller shall not be liable for delay in the event of force majeure, including but not limited to, labor dispute and any other circumstance beyond the control of the parties, such as fire, war, seizure, currency restrictions, riots and disturbances, lack of means of transportation, general shortage of goods, delay, scrapping of large lots of goods, restrictions on driving force as well as in the event of insufficient or missing deliveries from sub-suppliers, regardless of the reason for this.

In these cases, timely delivery is postponed until the end of the event, however a maximum of 4 weeks, after which period both parties must be entitled to cancel the deal without it being considered a breach.

WARRANTY AND DEFECTS

For all products manufactured by the Seller, the Seller guarantees for defects in workmanship and materials that do not arise from normal wear and tear for 12 months from the date of delivery. The warranty is only valid, provided that the product is correctly installed/used in accordance with the Seller's instructions and generally accepted practice. However, the warranty does not cover faults and defects arising as a result of normal wear and tear, incorrect or unusual operation, overloading, insufficient maintenance as well as attempts at repairs, adjustments and changes that have not been carried out by the Seller or with the Seller's written consent.

It is the Buyer's responsibility immediately upon delivery to carry out usual examinations of the delivered, including whether the quantity is correct and whether there are obvious errors and defects. Complaints about the delivery being defective or not in accordance with the contract, which the Buyer has or should have ascertained when examining the delivered goods upon receipt, must be made in writing

immediately after receipt of the goods and in any case no later than 5 days after receipt. Complaints must clearly describe what the defect consists of and include any photographic material.

The guarantee is conditional on the goods being sent to the Seller free of charge immediately and within 14 days after the fault has been detected or should have been detected, although claims for this must be raised within 12 months from the delivery date at the latest.

Defects that should have been discovered in connection with the Buyer's inspection duty cannot be invoked after the expiration of the above deadlines.

At the Seller's choice, defects in the sold item will be remedied, the item redelivered or the purchase price for the sold item credited to the Buyer. Regardless of which delivery location may have been agreed in the order confirmation, a possible redelivery will be made to an address in Europe.

LIMITATION OF LIABILITY

For claims relating to the Seller's fulfillment or failure to fulfill its obligations, the Buyer is entitled to compensation for direct loss with the following limitations:

The seller's liability for damages is limited to direct damage/loss, and is – regardless of the cause and regardless of the nature of the claim – limited to the amount invoiced for the service or item in question that caused the damage/loss, or is the cause of or directly connected to the claim.

Under no circumstances is the Seller liable to the Buyer for operating losses, lost profits, lost savings or other indirect losses or consequential damages resulting from the use of the goods sold or the inability to use them, regardless of whether the Seller has been informed of the possibility of such claims.

Losses, expenses or costs associated with taking home, reordering, repairing, removing or taking similar measures with defective products or products in which the Seller's products are made a component cannot be claimed against the Seller. The Seller assumes no responsibility as a result of the Buyer's legal relationship with third parties.

The Seller is not responsible for damage to real estate or movable property that occurs while the products are in the Buyer's possession. The Seller is also not responsible for damage to products manufactured by the Buyer or to products in which these are included.

RETURN GOODS

The buyer does not have the right to return goods and deliveries from the seller, unless this has been previously agreed in writing. If this has been agreed, approved returned goods are normally credited with a deduction of 15% of the sales price, excluding VAT in the case of free delivery to the Seller's warehouse or other location in Denmark specified by the Seller. Special goods, manufactured goods or exhibition goods cannot be returned.

PRODUCT LIABILITY

The Seller shall be indemnified by the Buyer to the extent that the Seller is held liable to third parties for such damage or loss for which the Seller is not liable to the Buyer.

If the Seller is sued by a third party in connection with product liability, the Buyer agrees to be able to be cited during the case or sued by the court or arbitration court that hears the case.

The seller is under no circumstances liable for operating losses, lost profits or other consequential financial losses. If a third party makes a claim against one of the parties for liability in accordance with this point, this party must immediately notify the other party.

For product liability, the Seller is liable and/or is responsible in accordance with the provisions of Danish law on product liability. The Buyer must immediately notify the Seller if a third party asserts product liability against the Buyer. To the extent that nothing else follows from non-derogable rules, the Seller is not responsible for operating losses, loss of profits or other indirect losses.

If the Seller is sued by a third party in connection with product liability, the Buyer agrees to be able to be cited during the case or sued by the court or arbitration court that hears the case.

DRAWINGS AND DESCRIPTIONS

All specifications and information on weight, dimension, capacity, price, technical and other data listed in catalogues, data sheets, advertisements, images and price lists are approximate and indicative only. Such information is therefore only binding to the extent that this is expressly reproduced in the order or is specifically referred to.

If construction or specifications etc. for a product sold by the Seller to be changed before the time of delivery, the Seller is entitled to deliver the product with the construction and specifications, etc. that apply thereafter, provided that the product - after an objective assessment - has not been impaired by this. The same applies with regard to the external appearance of the product, including colour.

All forwarded drawings and descriptions remain the property of the Seller and may not be copied, reproduced, handed over to or otherwise brought to the knowledge of third parties without permission.

If the Buyer - in order to complete the project - needs drawings and documentation, the parties can agree in advance in writing that the Seller will provide drawings and documentation that are necessary to enable the Buyer to set up, initiate, operate and maintain the delivery. Without the consent of the Seller, this information may not be used for anything other than the purpose for which it was transferred. However, the Seller requires that the information remain confidential.

The Seller reserves the right to pass on any drawings and technical specifications provided by the Buyer to the Seller to subcontractors, to the extent that this is necessary for the fulfillment of the delivery.

CHANGE OF TERMS

The Seller reserves the right to change and update the rules and conditions that apply to the Seller's sale and delivery of goods.

DISPUTES

Any disagreement between the parties that cannot be resolved amicably must be submitted to the Maritime Court using Danish law. The language of the proceedings is Danish.

If one or more provisions in these terms and conditions of sale and delivery should later be declared invalid, this shall not affect the validity of the agreement and the other provisions, which shall remain in force, and any invalid provisions shall be interpreted in the light of the purpose of the agreement and the invalid provision.

CONTACT INFORMATION

The seller can be contacted in the following way, including in relation to complaints:

BOXofGREEN ApS

CVR no. DK44048973

E-mail: info@boxofgreen.dk

Tel: +45 71917878

Date: 05-06-2023