

Terms of Sale and Delivery of WalkIn Company I/S:

1. General provisions:

The present terms of sale and delivery ("the terms") shall apply to each and every delivery by WalkIn Company I/S ("WalkIn") to a purchaser ("purchaser"), unless other terms are accepted by WalkIn in writing. In the event of disagreement between the terms and the purchaser's terms of trade of whatever nature, the terms shall take precedence over the purchaser's terms of trade.

2. Quotations and price estimates:

Unless otherwise agreed in writing, a written quotation from WalkIn shall be valid for one month from the quotation date. The purchaser's written acceptance of the quotation shall be in the hands of WalkIn before the expiry of the acceptance deadline. Price estimates issued by WalkIn are for guidance only and are not binding on WalkIn, irrespective of how much the eventual price may differ from the estimate.

3. Specifications:

When placing an order, the purchaser shall be responsible for providing, as required by WalkIn, a specification of his needs, wishes and technical requirements. WalkIn reserves the right to implement necessary changes to the product in general without warning. All technical specifications quoted by WalkIn are therefore subject to such amendments.

4. Prices:

Agreed prices are exclusive of the VAT currently applicable, other duties and any special taxes that may be imposed. WalkIn reserves the right to increase the price as a result of increased external costs, including but not restricted to increases in taxes and duties that WalkIn is unable to control. Unless otherwise agreed in writing, prices shall be ex works.

5. Retention of title:

Each consignment is sold subject to retention of title, in such a way that WalkIn retains right of ownership to that consignment until payment in full has taken place, and WalkIn may therefore require that the consignment be returned to the degree that the purchaser fails to meet his payment obligation.

6. Prices and payment:

Terms of payment are net cash 30 days. If payment is delayed, DKK 50 will be charged for each reminder issued, plus 2% default interest for each month/part of a month after the date due.

7. Delivery:

All consignments are ex works unless otherwise agreed in writing. WalkIn's risk in respect of a consignment therefore ceases when it is handed over to an outside carrier or other transport contractor for ongoing carriage to the purchaser.

8. Delay:

The delivery time will be specified in the quotation or order confirmation. Irrespective of whether this delivery time is exceeded, the purchaser shall not be entitled to cancel the agreement that has been entered into until the delivery deadline has been exceeded by 30 days. Cancellation is the purchaser's exclusive remedy in the event of default and must be in writing.

The purchaser shall not be entitled to bring a claim for damages against WalkIn in the event of delay or failure to deliver.

9. Defects:

The purchaser undertakes to make the necessary examinations to determine the degree to which the consignment conforms to what has been agreed as soon as he has received the delivery.

If the purchaser wishes to complain of defects in the consignment, he must do so to WalkIn in writing. The complaint shall take place immediately after the defect has been discovered, but not later than eight days after receipt of the goods. If the complaint is late, the purchaser shall forfeit all rights of recourse in respect of defects.

If the purchaser wishes to bring a claim for visible damage in transit or missing parts of a consignment he shall, on receipt of the delivery, endorse the consignment note to this effect and obtain the transport contractor's signature. Should he fail to do this, the purchaser shall forfeit all rights of recourse in respect of defects.

If there is a defect in/damage to the shipment for which WalkIn is responsible, WalkIn shall always be entitled to discharge its liability by redelivery.

Provided redelivery takes place within 30 days of the purchaser's complaint, the purchaser shall not be entitled to bring further claims against WalkIn. If WalkIn is unable to redeliver, the purchaser may claim repayment of the amount of the invoice.

10. Liability to pay damages:

WalkIn is under no circumstances liable to pay damages for operating loss, loss of time, loss of profit or other indirect losses.

WalkIn's liability to pay damages in other respects is subject to a ceiling of DKK 100,000.

11. Force Majeure:

WalkIn takes no responsibility for failure to observe delivery commitments if this is due to circumstances that WalkIn cannot control as a result of force majeure.

The following shall be regarded as force majeure: natural disasters, war, civil disturbances, general mobilisation, shortage of raw materials, shortage of transport, import and export prohibitions, currency restrictions or lack of manpower or any other circumstance that prevents or restricts the normal course of production, lockout, strike, fire or damage to WalkIn's production machinery.

As far as the relationship between the purchaser and WalkIn is concerned, force majeure affecting a subcontractor engaged by WalkIn shall discharge WalkIn from liability in the same way as if such force majeure were to affect WalkIn itself.

In the event of force majeure, WalkIn shall be entitled to choose whether to cancel the transaction, or parts thereof, or to deliver as soon as the restrictions on normal delivery have ceased to operate.

12. Returned goods:

If WalkIn has accepted that a consignment was defective, this consignment shall be returned at the expense of WalkIn, provided that the purchaser complies with WalkIn's directions regarding packaging and shipment.

Returned goods shall be returned to WalkIn in original and undamaged packaging. If the original packaging has been damaged or destroyed, it is the duty of the purchaser to see that suitable wrapping and packaging is provided.

When the consignment is returned, the same method of carriage shall be used as that used by WalkIn in shipping to the purchaser. If the consignment is not returned in the manner prescribed by WalkIn, and the consignment is damaged as a result, the purchaser shall not be entitled to complain of either the original or the subsequent defects.

13. Product liability:

Product liability is governed with reference to item 36 in NL92, but the reciprocal obligations of the purchaser and WalkIn referred to under the final point of item 36 shall be determined in accordance with item 14 of the terms.

WalkIn's liability in respect of damage to property in other respects is subject to a ceiling of DKK 100,000.

14. Venue and choice of law:

Any disputes that may arise between the parties shall be resolved before the ordinary courts, with Horsens Court as the court of first instance. The parties' agreement shall be subject to Danish law.

15. Other regulation:

The International Sale of Goods Act No. 733 of 7 December 1989 shall not apply between the parties.

The terms shall in other respects take precedence over the declaratory provisions of national and international legislation, including but not restricted to the Danish Sale of Goods Act.