

General Terms and Conditions for Stokvis Danmark ApS, CVR no. 54 86 42 13, Gydevang 40, 3450 Allerød

1. General

These general terms and conditions apply to any sale made by **Stokvis** to the extent that they are not derogated from by a specific written agreement between **Stokvis** and the customer. The above shall apply regardless of conflicting or divergent terms and conditions in the customer's placed order or acceptance, including the terms and conditions applying to the customer's order, acceptance or other documents belonging to the customer.

2. Orders, prices, etc.

Only written order confirmations sent by **Stokvis** are legally binding for **Stokvis**.

Any sale is made with the price stated in the order confirmation from **Stokvis**, which does not include VAT and which is based on delivery ex works unless otherwise stated. **Stokvis** reserves the right to subsequently increase the price listed in the order confirmation in the event of fees or taxes increasing, currency fluctuations or other similar expenses that occur after the order confirmation was sent but before the invoice date.

The customer's cancellation of a confirmed order can only be done by agreement.

3. Delivery, etc.

Delivery is ex warehouse unless otherwise stated in the order confirmation.

Delivery shall take place at the time agreed with the customer. All listed delivery dates are approximations, and **Stokvis** is not liable for losses incurred as a result of delayed deliveries, cf. section 7, and the customer is not entitled to cancel the agreement as a result of delays unless the customer has stipulated that delivery is to be by an exact date.

Partial deliveries and/or replacement deliveries are allowed. Every individual partial shipment or partial delivery shall be considered as the fulfilment of a separate and standalone contract.

If the delivery is delayed due to force majeure, delivery will be delayed by the number of days by which the obstacle to delivery has lasted, and delivery within this number of days will in every respect be considered as timely.

4. Payment

Payment for delivered goods shall be made within 8 days after the invoice date. If the customer refuses to accept the delivery, payment must still take place. If amounts due are not paid in a timely manner, there shall be added penalty interest from the due date based on **Stokvis'** penalty interest rate at the time. In the event of late payment, **Stokvis** is entitled to charge reminder and collection fees in accordance with the Danish Interest Act's provisions on this matter.

5. Tests

The customer shall test, at its own expense, whether the goods sold can be used for the purposes intended by the customer.

6. Complaints and defects

Immediately upon delivery, the customer must duly examine the goods sold. Complaints must be made in writing no later than 8 days after the defect is or should have been discovered. If not, the customer loses the right to claim a defect.

Stokvis is entitled to remedy all defects on the sold goods by choosing to either repair or replace the sold goods. If **Stokvis** is undertaking the repairs or replacement, then the shipments from the customer to **Stokvis** are paid for by the customer and the customer bears the risk, while shipments from **Stokvis** to the customer are paid for by **Stokvis** and **Stokvis** bears the risk.

Stokvis has the right to deliver 10% more or less of the agreed amount and to invoice accordingly. **Stokvis** makes reservations for normal production-related tolerances.

The customer cannot claim defects to **Stokvis** if the defect is caused by the customer's incorrect storage or treatment of the sold goods or is otherwise due to the customer's own circumstances. The customer cannot claim defects in the sold goods that the customer could or should have been able to discover through completing the test mentioned in section 5. Returning the goods sold can in every instance only take place after securing acceptance from **Stokvis**.

7. Liability

In the event of delays and/or defects in the sold goods, **Stokvis** is not liable if the delay or defect is due to force majeure at **Stokvis** or **Stokvis'** suppliers.

Delays or defects associated with the sold goods that are not the result of gross negligence by **Stokvis** shall not entitle the customer to compensation of any kind. Delays or defects, regardless of the reason, do not entitle the customer to compensation for indirect losses.

Stokvis is not responsible for the suitability of the sold goods for the use intended by the customer, unless **Stokvis** has vouched for such suitability.

To the extent that nothing else is stated by the Danish Product Liability Act, cf. Act no. 371 of 7 June 1989 with later amendments, **Stokvis** refuses liability for damage to products that are a result of defect in **Stokvis'** or the customer's products which are not the result of **Stokvis'** gross negligence. **Stokvis** is in no circumstances liable for indirect losses.

If third parties make claims against the customer, the customer is obliged to immediately notify **Stokvis** of this. If **Stokvis** is sued by a third party, the customer is obliged to involve themselves in the case, regardless of venue.

If **Stokvis** is made liable for a product by a third party, the customer is obliged to indemnify **Stokvis** in regards to any claim for compensation that exceeds **Stokvis'** liability and **Stokvis'** expenses in connection with such.

8. Ownership, etc.

The sold goods remain the property of **Stokvis** until the entire purchase sum, including interest and costs, has been paid in full. The customer cannot deduct from the purchase sum any potential claims that the customer may have against **Stokvis** from other legal matters or from other suppliers in the same legal matter, and the customer cannot withhold the sold goods in the event of such counterclaims. The customer cannot withhold payment due to a complaint or counterclaim regarding the sold goods.

9. Intellectual property rights

Stokvis does not transfer any of its intellectual property rights to the sold goods when the customer purchases them.

10. Confidentiality

The customer, in relation to third parties, must keep the information confidential and not pass on confidential information that **Stokvis** might send.

11. Venue and applicable law

Any disputes that may arise in connection with the entering into or fulfilment of an agreement wherein these terms and conditions apply must be settled by Danish courts under Danish law.

12. GDPR

Handling of confidential information in accordance with the GDPR rules can be found on our website.