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Conditions of Sales and Delivery VID Fire-Kill ApS

1.0 General.

The conditions of Sales and Delivery are valid for all quotations, sales and deliveries unless other is agreed and confirmed by VID Fire-Kill ApS

2.0 Quotation.

Quotations are only valid when VID Fire-Kill ApS receives written acceptance within 30 days from the quotation date. All quotes are made with reservations regarding in between sales, and reservations which the buyer and VID Fire-Kill ApS might have agreed and both accepted.

3.0 Technical information.

3.1 Product information, illustrations, drawings, and information regarding technical data, for example: weight, measurements, volumes, strength, loads, finishes, materials, flow, pressures, agent distribution, extinguishing performances, release performances etc. approvals and authority acceptances etc. written in sales literature and advertisings etc. from VID Fire-Kill ApS are only for rough guidance.

3.2 VID Fire-Kill ApS information regarding technical data, as above, and in quotations, is only valid when provided with a specific written warranty.

3.3 VID Fire-Kill ApS takes no responsibilities for technical information supplied from any third party, such as information supplied by supplier, installer, customer or authorities etc.

3.0 Prices.

4.1 All prices are exclusive VAT etc.

4.2 All prices are ex-works VID Fire-Kill ApS.

4.3 VID Fire-Kill ApS holds the rights to adjust prices to price adjustments from suppliers, exchange currencies, VAT, insurances, delivery costs, etc. Prices may be regulated in the time period from quotation to day of delivery.

5.0 Order confirmation.

5.1 Only when with a written order confirmation from VID Fire-Kill ApS exists, the buyer and VID Fire-Kill ApS have an agreement of delivery. If the order confirmation deviates from the order by including extras, changes, etc., which the buyer does not accept, VID Fire-Kill ApS should be told within one week. If not so, VID Fire-Kill ApS' order confirmation is valid as the agreement of order.

6.0 Delivery/shipment.

6.1 Delivery is ex-works VID Fire-Kill ApS, DK, and at the expense and risks of the buyer.

6.2 Delivery dates are from the day of received written order, and/or the day of received goods or information to be worked.

6.3 VID Fire-Kill ApS chooses means and agents for delivery and shipment if not agreed otherwise with the customer.

6.4 VID Fire-Kill ApS chooses the means of delivery of technical data and technical information etc.

7.0 Payment.

7.1 The payment should be made in cash upon delivery, unless other conditions are agreed with VID Fire-Kill ApS. If payment is not made on time, VID Fire-Kill ApS requires an interest of 2% per month, that the payment is not made, and an extra fee of DKK 200,- per request of payment.

7.2 The buyer cannot subtract claims towards VID Fire-Kill ApS in their payment.

8.0 Time of delivery.

8.1 Postponing and lack of delivery caused by war, terrorism, international conflict, conflict of labour, sickness, public interferences, production disturbances and other means of force majeure at VID Fire-Kill ApS or suppliers to VID Fire-Kill ApS. Under these circumstances VID Fire-Kill ApS holds the rights to postpone deliveries in the time necessary to make the deliveries.

8.2 A similar postponing of delivery time may occur in case of supplier bankruptcy financial problems, or if authorities should postpone or withhold required product approvals.

8.3 VID Fire-Kill ApS is not responsible for postponing of delivery times in the above circumstances.

8.4 The buyer holds alone the rights to redraw orders due to delay in deliveries, if the order is postponed more than one

month, and if VID Fire-Kill ApS in these circumstances has the right to cancel orders at VID Fire-Kill ApS' suppliers.

8.5 VID Fire-Kill ApS holds the right to make part deliveries, and deliveries before time.

8.6 VID Fire-Kill ApS is only responsible for above delays in cases, where VID Fire-Kill ApS may be regarded to act in a very irresponsible way.

8.7 VID Fire-Kill ApS does not cover for loss of production, loss of earnings, fines, or other economic losses the buyer or third party may suffer as a result of late delivery of goods or services etc.

9.0 Reclamations and faults.

9.1 Goods should be checked and controlled immediately when received. Reclamations should immediately be made in writing to be received by VID Fire-Kill ApS within 8 days from when the buyer should have noticed the fault. VID Fire-Kill ApS holds no responsibility in any means for the sold, if VID Fire-Kill ApS does not receive a written reclamation from the buyer within 30 days from the date of the invoice.

9.2 Enough specimens should be enclosed with the reclamation to allow an assessment of the reclamation, and samples of not damaged packaging should be supplied together with the specimens.

9.3 VID Fire-Kill ApS has the right to repair the products, and to make a re-supply within a fair delivery time. VID Fire-Kill ApS holds no responsibility for goods, which after delivery have been attempted, altered or repaired, and goods which have been wrongly stored, handled, installed, used, or maintained.

9.4 VID Fire-Kill ApS damage compensation reliability for damage compensation is limited to the value of work or products, which VID Fire-Kill ApS has supplied. It does therefore not cover goods or products, which the buyer has supplied to VID Fire-Kill ApS to be worked or changed, or damages or changes to other products not supplied by VID Fire-Kill ApS, or work or services etc. conducted by others than VID Fire-Kill ApS to products supplied by VID Fire-Kill ApS or products supplied by others.

9.5 VID Fire-Kill ApS can only be made reliable for claims within the value of the products supplied by VID Fire-Kill ApS. Product faults do not provide the buyer with others claims, than what is listed above, and with no rights to redraw purchasing agreements, or claim reduction in agreed payments, or claims of damage compensation as a result of the faults.

9.6 VID Fire-Kill ApS are not reliable for, and does not cover loss of productivity, loss of earnings or any other economical losses for the customer or third person as a cause of product faults.

10.0 Product responsibility.

10.1 VID Fire-Kill ApS is only reliable to Danish law.

10.2 VID Fire-Kill ApS is not reliable to loss of productivity, loss of earnings or other economical losses to the buyer or third person as a cause of a defect product supplied by VID Fire-Kill ApS.

10.3 VID Fire-Kill ApS is not reliable to defects on products sought repaired by buyer or third person. Products not installed in systems designed by VID Fire-Kill ApS. Products not stored, handled, installed, tested, maintained by people skilled and trained by VID Fire-Kill ApS in accordance with guidelines supplied by VID Fire-Kill ApS, or products not made redundant in accordance with guidelines of VID Fire-Kill ApS.

11.0 Disputes

All disputes between the buyer and VID Fire-Kill ApS shall be settled in accordance with Danish law and at the Court in Svendborg.