

1. IN GENERAL

Any supply from VARGUS Scandinavia a/s (hereafter called "VARGUS") to the customer (hereafter called "Customer") is effected in accordance with the present Terms and Conditions of Sale and Delivery to the extent not expressly deviated from or modified by another written agreement.

Special terms of purchase or specific demands on the bought goods from the Customer's side stated in e.g. the Customer's placing of orders or in the Customer's general terms of purchase, tender documents etc. are not binding on VARGUS, unless VARGUS expressly and in writing has accepted such terms.

2. ORDERS/QUOTATIONS

A final and binding agreement between the Customer and VARGUS is not regarded as concluded until the Customer's written acceptance has been confirmed by VARGUS – e.g. in the form of a written order confirmation. The order confirmation applies in case of divergences between the order confirmation and the Customer's order or acceptance.

Any quotation from VARGUS is made subject unsold.

VARGUS's quotation must be accepted by the Customer without delay, and not later than the day of the week after the dating of the quotation, unless otherwise specifically stated in the quotation.

Unless a standard or a description is separately stated in the agreement, a standard commodity is supplied without liability for special quality demands. A certificate is only enclosed after special agreement, and VARGUS is not liable for the contents of such certificates.

The Customer assumes full responsibility to select the supply; this includes ensuring that the Customer can achieve the expected results and the required functionality and that the supply is functional and can be used in the Customers' existing or projected environment.

Technical Information, Guidance, Certificates etc.

Product information, illustrations, drawings and information about technical data, e.g. weight, dimensions, volume, performance, quality etc. contained in leaflets, "PowerPoint" presentations, prospectus and other advertising materials, including on VARGUS's homepage on the Internet etc. are only indicative. Information given by VARGUS is only binding when a separate written guarantee has been given for the information as part of the agreement with the Customer.

3. PRICES

Any delivery takes place based on the prices valid at the time of delivery and which are taken from VARGUS's price lists in force at the time, unless a fixed price has been noted in VARGUS's order confirmation. Quotations and prices noted in price lists and order confirmations are understood to be excl. VAT, packaging, postage, certificates and other additional benefits. These will be added to the price when the Customer is invoiced.

VARGUS reserves the right to modify the price list in force at the time in question without notice. The modified price list affects all orders confirmed by VARGUS after the implementation of the modification.

The same applies if Danish or foreign authorities (incl. EU) adopt binding interventions in the price formation, e.g. by fixing binding minimum prices, anti-dumping duty, countervailing duty or other kinds of special duties, fees etc.

4. DELIVERY AND QUANTITY

Any time of delivery stated by VARGUS is estimated and thereby not binding on VARGUS, unless a fixed time of delivery has been expressly agreed for the whole supply or part elements of the supply.

If it has been agreed that VARGUS shall forward the materials from the place of delivery (cf. below), the Customer must meet the expenses in question, unless otherwise provided by the parties' written agreement. The delivery takes place at the Customer's risk. In this case, the Customer is responsible for ensuring that the agreed unloading place is immediately accessible (passable road) and that unloading can take place immediately and without need for extra personnel or material. If the delivery cannot be carried out due to the Customer's situation, the supply remains at VARGUS's warehouse at the Customer's own account and risk. VARGUS is entitled to collect warehouse rent, costs etc.

Delivery from VARGUS's warehouse in Denmark

Delivery: Ex warehouse VARGUS – unless otherwise provided by the parties' written agreement.

Delivery direct from VARGUS supplier or warehouse

Delivery: Ex supplier or the stated foreign warehouse - unless otherwise provided by the parties' written agreement.

5. PAYMENT

Unless otherwise provided by the parties' written agreement, any supply is made against cash payment, and VARGUS is entitled to withhold the supply until receipt of the Customer's payment.

If the Customer is granted a respite, the credit is valid from the time of delivery.

If the Customer defaults in punctual payment, interest is added from the due date of the amount owing at the time in question with an interest of 1% for each commenced month.

The Customer cannot effect a "Set-Off" against the purchase price for demands arising from other legal matters. The Customer cannot exercise "lien" or refuse payment due to delay, complaint or counterclaim in relation to the supply in question.

If the Customer fails to fulfil the payment of the purchase price for a supply or a part delivery, VARGUS can, free from responsibility, retain any later delivery/part delivery and place on "Block" any further supply or delivery to the Customer until VARGUS has received payment for the Customer's total due outstanding amount.

6. CANCELLATION AND RETURN POLICY

If the Customer cancels a supply, the Customer is obliged to compensate VARGUS for any loss and any cost, which VARGUS may have incurred, including any costs in relation to VARGUS's supplier.

Returns are not accepted. VARGUS may, however, agree to take back a supply or part of a supply in special cases. A minimum fee of 20% of the paid purchase price for the returned supply will be charged. A minimum charge of DKK 1.500 will apply. The return of the supply is made for the Customer's own account and risk.

However, the return implies that in every case that the returned supply is in good condition. For packed materials that they are returned to VARGUS in original unopened packaging. The returned supply must not be older than 12 months.

7. COMPLAINTS AND DEFECTS IN THE SUPPLY

The Customer must immediately on delivery inspect the supplied goods for any defects.

VARGUS is alone liable for original defects. If the Customer states any original defects in the supplied goods, the Customer must immediately forward a written complaint to VARGUS with a specification of the defects claimed. If the complaint is not made immediately after an original defect is or should have been stated, the right to claim the defect is lost.

Any claim in relation to defects, irrespective of the type, must be put forward within 4 weeks following the actual date of delivery. If the Customer omits this, the Customer cannot subsequently invoke the defect.

VARGUS's liability for defects is always and in every situation limited to either: Remedy the defect, to deliver goods in replacement, or to offer the Customer a proportional reduction fixed by VARGUS in the agreed purchase price. The Customer cannot claim other notifications of defect and is thus unable to claim any damage of any kind.

8. DELAYED DELIVERY

In case of no agreed fixed time for delivery, the Customer may claim against VARGUS for delivery, on expiration of the estimated time of delivery as VARGUS shall be allowed a delivery deadline of at least 10 working days.

In case of a fixed time of delivery explicitly agreed on, VARGUS is entitled to extend the time of delivery by 5 working days with effect from the end of the fixed time of delivery.

If VARGUS exceeds the extended time of delivery by more than 10 working days, the Customer is entitled to cancel the agreement, unless the delay is caused by acts beyond the control of VARGUS cf. item 12 ("Force Majeure"). VARGUS is under no circumstances liable for any delays due to delay from VARGUS's supplier.

If the Customer chooses to cancel the agreement, the Customer is alone entitled to a refund of any already paid purchase price in relation to the delayed supply, but not payment in relation to other supplies. The Customer cannot claim any other non-fulfilment rights on the occasion of the occurred delay and is thus unable to claim any damage of any kind.

9. PRODUCT LIABILITY

VARGUS has Product Liability according to the provisions of the Product Liability law, which cannot be deviated from by agreement. VARGUS renounces liability for product damages on any other basis. The Product Liability cannot exceed the coverage of VARGUS's product liability insurance as to the amount. The Customer is committed to inform VARGUS in writing without delay if a Product Liability damage has arisen, or there is a danger of the occurrence of such a claim. To the extent VARGUS will be imposed liability against a third party, the Customer is engaged to compensate VARGUS to the same extent, as VARGUS's liability is limited cf. the present item.

10. LIMITED LIABILITY

Irrespective of the basis on which a claim for damages is made and irrespective of the degree of negligence, VARGUS is not liable for any indirect loss or consequential damages such as e.g. loss on operations, loss of profits, loss of goodwill, loss of expected saving etc. VARGUS's liability is under any circumstances limited to the purchase price paid by the Customer for the individual supply.

11. FORCE MAJEURE

VARGUS is not liable to the Customer when the following circumstances occur after the entering into the contract and hinder or defer the fulfilment of the agreement: War and mobilization, rebellion and riots, terror actions, natural disasters, strikes and lockouts, scarcity of goods and defects in, or delay of supplies for sub-suppliers, fire, absent transportation possibilities, currency restrictions, import and export restrictions, extraordinary interventions from national or EU authorities, death, disease or retirement of key figures or other circumstances beyond VARGUS's direct control. In that case, VARGUS is entitled to postpone delivery until the end of the barrier to the fulfilment or alternatively without compensation cancel the agreement wholly or partially.

12. APPLICABLE LAW AND VENUE

Any disagreement or dispute between the parties as to the interpretation or the scope of the present General Terms and Conditions of Sale and Delivery is to be settled in Denmark at the ordinary courts according to Danish Law excl. CISG (the International Sale of Goods Act in relation to movables) and the international rules according to civil law of Danish Law.

The venue is Horsens, and the legal terminology is Danish. The Customer is committed to be sued at the court dealing the claim for damages made by a third party against VARGUS in relation to Product Liability.

However, VARGUS can choose to submit the matter to arbitration in accordance with the Arbitration Law. Likewise, VARGUS is entitled to try any disputes in relation to the building supply clause in item 9 before the Board of Arbitration for the Construction Industry.

Effective June 1, 2020