

1. Definitions

Unless otherwise stated in the text, the definitions given below shall apply in these Sales and Delivery Terms and Conditions:

The “Customer” means the company or organisation that has placed an order with Andersen Electric A/S.

“Andersen Electric” means Andersen Electric A/S, CVR no. 40810102.

“Sales and Delivery Terms and Conditions” means these Sales and Delivery Terms and Conditions.

“Product” means one of Andersen Electric's products.

“Non-stock items” means products not normally carried by Andersen Electric which are manufactured specially according to customer wishes.

“Surcharges” means the surcharges applicable at any given time for the delivery of Products etc., including shipping costs.

“Direct deliveries” means delivery of Products directly from Andersen Electric to the end customer.

2. Validity

These Sales and Delivery Terms and Conditions apply to all offers, sales and deliveries of Products from Andersen Electric, unless otherwise agreed in writing.

These Sales and Delivery Terms and Conditions apply both in relation to Andersen Electric's delivery of Products to the Customer and in relation to Direct Deliveries.

3. Product information

Product information, such as prices, illustrations, drawings, specifications and the like, as well as other information in Andersen Electric's catalogues and other sales material or in other media, including Andersen Electric's website, shall not be construed as indicative and not legally binding.

Andersen Electric cannot guarantee or vouch that the Product is suitable for the Customer's needs. Therefore, the Customer is responsible for ensuring that the Product is suitable for his needs and meets the necessary requirements.

4. Product updates

Andersen Electric reserves the right to update product designs and specifications without prior notice in order to improve products.

5. Delivery and transfer of risk

Upon delivery of the Product, made by a haulier designated by Andersen Electric, the risk of accidental destruction of the Product is transferred upon delivery to the agreed delivery address. Unless otherwise agreed, the Customer shall pay a surcharge for delivery of the Product which shall be defined in more detail. Delivery is conditional upon the unloading point being accessible by road. The Customer is responsible for immediate unloading at the agreed delivery address. The Customer shall bear any additional costs if unloading cannot be performed as expected.

In case of delivery of the Product made by a haulier other than the haulier designated by Andersen Electric, the risk of accidental destruction of the Product is transferred upon collection of the Product from the Andersen Electric warehouse.

Andersen Electric reserves the right to make partial deliveries.

If the order relates to Products that are not in Andersen Electric's warehouse on the order date, Andersen Electric will notify the Customer within a reasonable time, and indicate when delivery can be expected.

When delivery is made, the Customer must immediately conduct an appropriate examination of the Product delivered. If the Customer wishes to claim that the Product delivered is visibly damaged, the Customer must notify Andersen Electric immediately and no later than on the day of delivery.

If, during delivery of the Product, the Customer signs a consignment note without making any remarks, he cannot complain that the Product was visibly damaged upon delivery. If the Customer wishes to claim that the Product delivered was damaged upon delivery in a way that was not visible, the Customer must notify Andersen Electric within 5 days of delivery of the Product. If the Customer wishes to complain about incorrect delivery, the Customer must notify Andersen Electric within 5 days of delivery.

6. Packaging

The Customer may not modify, remove or erase the Product label or original packaging or erase warnings, markings, notices or characteristics that form part of or are listed on the Product or Product packaging.

7. Prices

All prices are given in either Danish kroner or euros excluding VAT and ex stock.

8. Payment

Payment terms are 8 days net in cash without deduction of any kind, unless otherwise agreed.

If the Customer fails to pay the full amount on time, Andersen Electric may charge interest according to the Danish Interest Act (Renteloven) + a collection fee of DKK 100 from the due date.

9. Return

The Customer may return purchased Products in exceptional cases. This requires that the Product is not a non-stock item, is in an undamaged condition, and is returned in its original packaging.

10. Guarantee

As a manufacturer of the product, Andersen Electric provides a warranty. If the product is registered on Andersen Electric's website, or installed by our service partners, an extended warranty is granted.

Heat pumps for wall and floor mounting must be serviced within the first two years after the installation date. Failure to comply with this requirement services voids the extended warranty.

12. Defects and complaints

If the Customer wishes to claim a defect in the Product which the Customer has or should have discovered, the Customer must notify Andersen Electric and state what the defect is immediately and no later than 5 days from delivery of the Product. It is the Customer who bears the burden of proof that the defect which the Customer is claiming was present at the time of delivery of the Product to the Customer.

Defects in the Product will be remedied either by rectifying the defect or by delivering a new Product, at the discretion of Andersen Electric. The Customer is not entitled to claim further defects, and the Customer is thus not entitled to compensation or reimbursement for losses and costs which the Customer may incur in connection with repairing or replacing the Product, including costs for mounting and installation of the Product delivered.

If the Customer has not notified Andersen Electric of any defects regarding the delivered Product within 12 months

after the delivery date, the Customer cannot claim the defect at a later time. For parts that have been replaced or repaired, Andersen Electric assumes the same obligations as apply to the Product originally sold for a period of 12 months, and such that Andersen Electric's liability for defects for any part of the Product sold cannot be extended to more than 18 months from the original time of delivery.

12. Limitation of liability in case of delay, defects or incorrect deliveries

Andersen Electric may not in any case be held liable for operating losses, lost profit or other indirect losses and consequential damages, including conventional penalty payments or payment of other fines, due to delays or defects in the Product sold, unless Andersen Electric has acted with wilful intent or gross negligence. The same applies in relation to incorrect deliveries which can be attributed directly to Andersen Electric. The same also applies in relation to delays on the part of Andersen Electric in relation to performance of one or more of the Services purchased by the Customer.

Andersen Electric's total liability may not exceed the Product price in any case.

Modification of or interference with the Product sold without Andersen Electric's written consent releases Andersen Electric from any obligation in relation to the Product.

Insofar as the Customer is entitled to and cancels the order due to a significant defect or significant delay and purchases a product equivalent to the Product, the Customer may demand that his direct and documentable costs for procuring the equivalent product from another supplier be covered by Andersen Electric, whereby such shall not in any case exceed 15% of the price of the defective or delayed Product. In addition, the Customer is not entitled to any other compensation in connection with the cancellation of the order, including transport costs or the like.

The following circumstances (force majeure) release Andersen Electric from its liability if they prevent delivery of the Product. Labour disputes, strikes, lockouts and any other circumstances beyond the control of the Parties, such as fire, war, mobilisation or unforeseen military engagements of a similar nature, requisition, seizure, currency restrictions, riots and civil unrest, unusual weather and natural disasters, including volcanic eruptions and storms, outbreaks of disease of a

serious nature, lack of means of transport, general shortage of goods, restrictions on ability to conduct business, and deficiencies or delays in deliveries from suppliers due to any of the circumstances mentioned in this clause. Circumstances as above which occurred before submission/confirmation of the offer, only release Parties of their obligations if their impact on fulfilment of the order could not be foreseen at such time.

Andersen Electric must notify the Customer in writing within a reasonable time if such circumstances arise.

If the delay in delivery is due to force majeure, the delivery time shall be postponed for as long as the hindrance persists, whereby both Parties must be entitled to cancel the order for delivery of the Product without incurring liability if the hindrance has persisted for more than 3 months. This provision comes into force regardless of whether the reason for the delay occurs before or after the agreed delivery time passes.

13. Product liability

With respect to product liability, the rules under Danish law, together with the limitations of liability arising from these Sales and Delivery Terms and Conditions, as are applicable at any time apply.

Andersen Electric may only be held liable for personal injury caused by a Product if it can be demonstrated that the injury is a result of an omission or negligence on the part of Andersen Electric or others for whom Andersen Electric is responsible.

Andersen Electric is not responsible for any damages to property or chattels caused by a Product after delivery has been made. Andersen Electric is furthermore not responsible for any damages to products that are manufactured by or stored at the Customer's premises, or damages caused to Customer products which a Product is a part of.

Andersen Electric is not liable for operating losses, lost profit or other indirect losses or consequential damages, including conventional penalty payments or payment of other fines, in connection with a defective Product unless the Customer can document that Andersen Electric has acted with gross negligence or wilful intent.

The Customer shall indemnify Andersen Electric of any claim to compensation for product liability brought against Andersen Electric by a third party, to the extent that Andersen Electric is not liable to the Customer in accordance with these Sales and Delivery Terms and Conditions.

14. Transfer of rights and obligations

Andersen Electric is entitled to transfer all rights and obligations in relation to fulfilment of an order to a third party without the Customer's acceptance.

15. Amendments

Andersen Electric reserves the right to amend these Sales and Delivery Terms and Conditions. The most up-to-date version of these Sales and Delivery Terms and Conditions can always be found at www.andersen-electric.com.

16. Choice of law and place of jurisdiction

These Sales and Delivery Terms and Conditions are subject to Danish law, under exclusion of the Danish rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any dispute that may arise in the Parties' business relationship, as regulated by these Sales and Delivery Terms and Conditions, and which cannot be resolved amicably, must be brought before the Court in Hjørring, Denmark.