



General Sales and Delivery Terms

1. General terms

These General Sales and Delivery Terms stipulate the terms and conditions for Vikan's sales of products to purchaser (hereinafter referred to as Purchaser), unless otherwise stipulated in separate agreement.

2. Orders and order confirmation

Purchaser shall place a purchase order with Vikan's Customer Service.

Upon receipt of an order, Vikan will send an order confirmation, including the terms of delivery and expected time of delivery.

Changes to orders or termination of any order for its convenience (e.g. changes to quantity or changes to delivery time) can only be accepted by Vikan's prior written confirmation in case the order has not already been processed.

3. Prices and payment terms

Prices and payment terms will appear from the order confirmation and will be stated in the agreed currency ex. VAT, unless the parties have agreed otherwise in writing.

Unless otherwise agreed, the payment terms will be 30 days after date of invoice. In the event of payment being made after the due date interest may be added corresponding to 3 months' variable interest + 5%. Unless otherwise agreed in writing any and all payments shall be made by wire transfer to Vikan's Bank Account. Vikan reserves the right to change prices with 30 days prior written notice. In no event, Purchaser is permissible to offset amounts outstanding to Vikan.

4. Delivery and transfer of risk

Unless it has been agreed otherwise in writing, deliveries from Vikan UK shall take place at the address specified and confirmed in the order confirmation.

5. Delivery time

The time of delivery will be stated in the order confirmation and shall be understood as an estimate, the time of delivery is not of the essence. Vikan will use all commercially reasonable efforts to maintain stocks of the products listed in our price list, to be able to dispatch the products within 2 working days after order confirmation has been sent to Purchaser, or within any other mutually agreed delivery time.

In case of products manufactured on demand to Purchaser's orders and/or specifications, an approximate delivery time for each specific order will be included in the order confirmation or otherwise confirmed in writing.

6. Delays

Where delivery by Vikan is delayed and no force majeure situation has occurred, the Purchaser is obliged to notify Vikan about the delay within maximum 3 days after expected delivery date. In case of delay of more than 10 days, the Purchaser can decide to maintain the order or Purchaser can decide to cancel the purchase. The Purchaser is entitled to compensation in compliance with clause 12, only if Vikan has acted with gross negligence.

In cases where it is not possible for Vikan to deliver a complete order within the expected time of delivery, the missing product items from an order will either be delivered as soon as possible afterwards, with the next order, or be deleted upon notification given to Vikan, and will be agreed individually from case to case.

7. Right of ownership

Right of ownership of sold goods will remain with Vikan, in every respect, until the purchase sum and all other costs associated with the purchase have effectively been paid by the Purchaser.

8. Packaging

All external packaging, excluding Euro pallets and other re-usable packaging, is free and is non-returnable.

9. Product information

Product documentation and certificates are available at www.vikan.com. The Purchaser is responsible for ensuring that the technical data and the material/product in its entirety are suitable for the Purchaser's needs/intended use.

10. Inspection obligation and complaint process

Immediately upon delivery of orders, the Purchaser is obliged to inspect the delivery, and to ensure that the Products are as ordered and free from defects in workmanship and materials. Any defects must be notified within 5 working days.

Vikan's responsibility includes only legitimate product claims, which are reported and accepted within 12 months after delivery date.

In the case of a product complaint from either the Purchaser or their own customers or other users, the Purchaser shall complete the Vikan complaint form. The complaint form is to be submitted to Vikan Customer Service. Should the

Purchaser fail to complain in writing, the right to seek redress will become void. The complaint form can be found at www.vikan.com.

After having received such complaint, Vikan will validate the claim in terms of any possible defects. In case it is found reasonable that Purchaser returns the product(s) to Vikan for further examination, any costs related to transport will be paid by Vikan.

11. Defects

In case products should have defects in workmanship or materials the Purchaser is entitled to either have a credit note in full or part, to have products repaired or to have products replaced, as decided by Vikan from case to case.

Products that are not defective, can only be returned subject to prior written agreement and will be decided by Vikan from case to case in accordance with Vikan's applicable return policy. In no event, Vikan is obliged to accept returns due to outphased products or the like. Products manufactured on demand to Customer's orders and/or specifications cannot be returned.

12. Limitation of liability

12.1 Nothing in the agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)

12.2 Without prejudice to Clause 12.1 above, Vikan shall under no circumstances whatsoever be liable to the Purchaser, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, or any special, indirect or consequential loss suffered by the Purchaser that arises under or in connection with this agreement.

12.3 Without prejudice to Clauses 12.1 and 12.2, Vikan's total liability arising under or in connection with this agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to 1.5 million EUR.

12.4 Without prejudice to Clauses 12.1, 12.2 and 12.3, Vikan is not liable for any losses caused by the Purchaser's use of the products for purposes for which the products are not designed, or its failure to use the products in accordance with any instructions issued by Vikan.

12.5 Without prejudice to Clauses 12.1, 12.2 and 12.3, Vikan shall not be liable for defects that arise when products supplied by Vikan are incorporated into or added to products made by others.

13. Product liability

Without prejudice to Clause 12, in the event that Products supplied by Vikan have defects in workmanship or materials, and such product defect causes damage to property or personal injury, Vikan shall be liable for the loss that such defect has caused to the extent provided for under the law of England and Wales in force at any time, including case law on product liability, however Vikan shall in such circumstance only be liable for any direct losses such defect has caused up to a maximum of 1.5 million EUR. Vikan shall in this regard not be liable for indirect losses, including operational loss, loss of time, loss of profits or any other indirect loss attributed to a product defect causing damage to property or personal injury.

14. Intellectual property rights

All IP-rights related to the products and Vikan, shall remain the property of Vikan, including among others drawings, new tools, trademarks, patents, marketing material. Those IP-rights shall remain the property of Vikan and shall not be distributed to any third party. All rights belong to Vikan and must not, for instance, be copied or transferred to other media or photocopied without Vikan's written permission.

15. Applicable law and venue

The agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation. CISG will not apply. If there should be any disagreement between Vikan and the Purchaser, Vikan has the right to determine whether disputes of any kind should be settled by the English courts or by arbitration.

16. Force Majeure

Any condition over which Vikan has no control, such as strikes and lockouts (including those affecting sub-suppliers), fire, damage to machinery, lack of operating power, war or warlike situations, legislative measures, non-appearance or delay on the part of sub-supplier leading to delayed deliveries, whether these conditions are to be found in Denmark or abroad, entitle Vikan to postpone deliveries



and entitle Vikan to cancel the order without Vikan being held liable to pay compensation. Further, upon any of the aforementioned situations arising, Vikan reserves the right to use other materials which Vikan sees as fit for purpose and will consequently be seen as complete or partial fulfilment of current orders.