

# General Terms and Conditions of Sale and Delivery of Kamstrup A/S – CVR No. 21 24 8118

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## 1.0 General terms and conditions

- 1.1. The present General Terms and Conditions of Sale and Delivery shall apply to all contracts entered into by Kamstrup A/S unless otherwise agreed in writing, in which case any such agreement shall only concern the specific contract.
- 1.2. The terms and conditions set out herein derogate from, among others, the provisions of the Danish Sale of Goods Act (Købeloven), which shall thus only apply to the extent that the parties have not agreed otherwise.

## 2.0 Quotation and acceptance

- 2.1. All prices stated in quotations and order confirmations shall be indicated in EURO (EUR) and shall be exclusive of VAT.
- 2.2. Kamstrup A/S shall not be liable for any misprints, erroneous calculations or any other errors in quotations made.
- 2.3. All quotations made by Kamstrup A/S shall be subject to acceptance within thirty (30) days of the date indicated in the quotation.  
Kamstrup A/S reserves the right to withdraw any quotation not yet accepted at any time within the time stipulated for acceptance.
- 2.4. Any order received by Kamstrup A/S shall be deemed to be accepted only upon the issue of a written order confirmation.
- 2.5. In the event of any price increase of at least five (5) per cent of the total price quoted or order price due to circumstances beyond the control of Kamstrup A/S, Kamstrup A/S reserves the right to adjust the invoice price accordingly.

## 3.0 Delivery

- 3.1. Delivery shall be ex works.
- 3.2. The Purchaser shall bear the transport risk, also in the case of carriage-free delivery.
- 3.3. A handling fee of EUR 27.00 shall be charged in respect of all orders for less than EUR 134.00.
- 3.4. In the event of changes being requested by the Purchaser in respect of customised products already in progress later than seventy-two (72) hours prior to delivery, Kamstrup A/S shall be entitled to charge a fee corresponding to the increased costs incurred by Kamstrup A/S as a result of any change to the order.

## 4.0 Packaging

- 4.1. All prices shall be exclusive of packaging.
- 4.2. Packaging material debited to the Purchaser shall be credited if returned in undamaged condition within fourteen (14) days of receipt. Any extension of the deadline for returning packaging material shall be subject to written acceptance by Kamstrup A/S.

## 5.0 Terms of payment

- 5.1. Unless otherwise stated in the quotation, order confirmation or invoice, the terms of payment shall be fifteen (15) days net cash. Kamstrup A/S shall retain title in products delivered until payment in full therefore has been effected.
- 5.2. In the event of overdue payment, interest shall be charged on the amount due at a rate of two (2) per cent per commenced month as from the due date.
- 5.3. Any set-off shall be subject to acceptance by Kamstrup A/S.

## 6.0 Time of delivery

- 6.1. All delivery times indicated shall be approximate times of delivery for the product unless Kamstrup A/S has accepted a specific time of delivery.
- 6.2. Where Kamstrup A/S fails to effect delivery at the agreed time of delivery, the Purchaser shall submit a written demand for delivery to Kamstrup A/S. The Purchaser shall be entitled to assert remedies for breach in the event of late delivery only where Kamstrup A/S fails to effect delivery within fifteen (15) days from the Purchaser having submitted such demand for delivery.
- 6.3. The Purchaser shall be entitled to cancel the contract for the relevant delivery where Kamstrup A/S fails to effect delivery within fifteen (15) days of the Purchaser having submitted its demand for delivery if the delay is material based on a specific assessment. The Purchaser shall not have access to any other remedies for breach in the event of the delayed delivery.
- 6.4. Kamstrup A/S shall not be liable for any non-performance of its obligations where such non-performance is due to circumstances beyond Kamstrup A/S's control and which prevent performance, including, for example, war, mobilisation, riots, civil unrest, supplier failure, government intervention or intervention by local authorities, strike, blockade or lockout, product shortage due to allocation, import or export bans, natural disasters, fire or other circumstances.



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## **7.0 Duty to complain and duty to inspect**

- 7.1. The Purchaser undertakes to inspect the products delivered immediately on receipt to ensure:
  - 7.1.1. that the number of items received is as agreed;
  - 7.1.2. that the description on the packaging is as agreed; and
  - 7.1.3. that no visual damage has been caused to the products delivered and that the products delivered are not defective or non-conforming in any way.
- 7.2. Any complaint made pursuant to Clause 7.1.1 shall be made immediately. Complaints made pursuant to Clauses 7.1.2 and 7.1.3 shall be made within seven (7) days of the receipt of the products delivered; however, the Purchaser shall immediately complain about damage in transit to the carrier by way of a note to this effect on the transport document. The Purchaser shall not be entitled to set up claims at a later date in respect of any such defects or non-conformities as should have been found by inspection in compliance with the duty to inspect provided for in Clause 7.1.
- 7.3. Other than the provisions set out in Clause 7.1, the Purchaser shall be obliged to complain about any defects or non-conformities found in products delivered without undue delay after the Purchaser has detected or ought to have detected such defect or non-conformity.

## **8.0 Sales and product information**

- 8.1. Quotations, drawings, descriptive material and similar documents shall not without the consent of Kamstrup A/S be copied, reproduced or made available to any third person.
- 8.2. Kamstrup A/S shall retain the rights in drawings, descriptive material and similar documents submitted to the Purchaser prior to, during and after the conclusion or expiry of the contract.

## **9.0 Warranty**

- 9.1. Products delivered shall be covered by a 24-month warranty. The warranty shall cover any defects in workmanship or materials.
- 9.2. Cover under the warranty shall be subject to the Purchaser's compliance with the terms of payment. Should the Purchaser at the time of any warranty event be in arrears with payments, the warranty shall lapse.
- 9.3. In the event of any changes to the products delivered or the installation or use thereof contrary to the instructions issued by Kamstrup A/S and the manuals handed out, the warranty shall lapse. Cover under the warranty shall also be conditional on the product being used in accordance with the generally accepted practice.
- 9.4. Should any defects or non-conformities be found within the warranty period, the Purchaser shall return the products concerned to Kamstrup A/S customs declared on CIF/DDP terms

Kamstrup A/S shall subsequently be entitled and obliged to either repair the products returned or make a replacement delivery at its own discretion provided that the defects or non-conformities found in the products are covered by the warranty. Kamstrup A/S shall assume ownership of any parts replaced. The cost of returning products repaired under the warranty shall be borne by Kamstrup A/S.

- 9.5. The Purchaser shall be entitled to cancel the contract and demand crediting of the price of the defective or non-conforming product in the event that Kamstrup A/S fails to remedy a defect or non-conformity in accordance with Clause 9.4. The Purchaser shall further be entitled to claim compensation for its own documented direct costs relating to the defect or non-conformity. Kamstrup A/S shall not be liable for any operating loss, loss of profits, loss of time or any other similar indirect loss arising as a result of defective or non-conforming products. The Purchaser shall be entitled to no other remedies for breach against Kamstrup A/S than the remedies specified herein.
- 9.6. The return of products delivered for crediting shall be subject to the prior written consent of Kamstrup A/S. On the return of products, a credit note shall be issued for the invoice amount less thirty (30) per cent, the minimum deduction being, however, EUR 134.00.

## **10.0 Product liability**

- 10.1. Kamstrup A/S shall be liable for any personal injury and property damage caused by a defective product delivered by Kamstrup A/S.
- 10.2. Kamstrup A/S shall be liable for any damage to property which has been made a part of, incorporated in, added to or in some other way connected to a product delivered by Kamstrup A/S. Kamstrup A/S shall furthermore be liable for damage to property caused by a product manufactured by Kamstrup A/S which is used to manufacture, process or in some other way treat such property. The liability shall, however, only cover the reduction in value of the manufactured or processed property, the extra manufacturing or processing costs or the actual cost of repairs.
- 10.3. Kamstrup A/S shall be liable only for direct loss associated with a product manufactured by Kamstrup A/S where such product causes damage resulting in a product manufactured or processed by the Purchaser or a third party having to be discarded or repaired, becoming more expensive to manufacture or losing value.
- 10.4. Kamstrup A/S shall under no circumstances be liable for any capital loss and/or indirect loss.
- 10.5. Kamstrup A/S's liability towards the Purchaser or a third party in the event of any damage caused by products which does not constitute personal injury or consumer damage to property shall be limited to EUR 67,000.

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## **11.0 Reservations for changes**

- 11.1. Kamstrup A/S reserves the right to make changes to products offered. This reservation shall also include products already ordered provided that it can be assumed that the changes contemplated will not materially affect the functionality of the products.

## **12.0 Disputes**

- 12.1. Any dispute arising out of the contract, including disputes concerning the existence or validity of the contract, shall be sought settled through mediation at the Danish Institute of Arbitration in accordance with the rules thereon adopted by the Danish Institute of Arbitration as are applicable at the time of submission of the request for mediation.
- 12.2. Such mediation shall not preclude a party from instituting arbitration proceedings in accordance with the provisions set out below or from initiating other legal action as a consequence of the dispute arisen.
- 12.3. If the mediation is terminated without the dispute having been settled, the dispute shall be settled by arbitration at the Danish Institute of Arbitration in accordance with the rules thereon adopted by the Danish Institute of Arbitration as are applicable at the time of the filing of the arbitration case.
- 12.4. The present General Terms and Conditions of Sale and Delivery, all contracts concluded in relation thereto as well as all disputes arising out of these General Terms and Conditions of Sale and Delivery shall be subject to Danish law.