

## 1 Validity

Unless other written agreement exists, these Terms & conditions are valid between Danova and Danova's customers regarding Danova's sale of products or services to customers. Products and services delivered by Danova are hereinafter called "Delivery". "Parties" refer to Danova and the customer.

**Danova®**

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## 2 Delivery

All products are delivered EXW (Incoterms 2020). Services are delivered on the time and place, which are agreed upon by Danova and the customer.

Danova's chartering of carrier or freight forwarder on behalf of the customer neither changes the transfer of risk nor any term or condition regarding the time of delivery. Any information given by Danova regarding delivery times is subject to a subcontractor's delay. If a subcontractor is expected to be delayed, the customer will receive information regarding the new expected delivery times.

If the parties have agreed upon handover proceedings, which for reasons outside of Danova's control, hasn't taken place on the agreed date of the takeover, the delivery will be considered to have taken place on the agreed date of takeover. Risk and responsibility for the delivery are thereby transferred to the customer and the warranty period, cf. provision 7, begins. If the customer should commence using the delivery before the date of the takeover, the delivery will be regarded as having taken place, from the date the delivery was commenced used. Risk and responsibility for the delivery are hereafter transferred to the customer and the warranty period, cf. provision 7, begins.

### Delay

Should Danova be the cause for delay of a delivery, the customer can demand compensation for documented loss, to an amount equivalent to 0,5% of the price of the delayed part of the delivery, for each week the delivery is delayed, though no more than the amount equivalent to 7,5 % of the price.

The customer must, without delay, give notice to Danova, about the intent of seeking compensation. If Danova shouldn't receive notice without delay, the customer's right to compensation is void.

If the maximum amount of compensation is paid, the customer has the right to cancel the purchase of the delayed part of the delivery, without incurring responsibility, provided the delivery hasn't taken place in a reasonable period provided by the customer. Cancellation doesn't entitle the customer to demand further compensation.

The customer is not entitled to cancel non-delayed orders, as regards to consecutive delivery of products and/or services.



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### 3 Intellectual property rights

With Danova sales under these conditions, no intellectual property rights (IPR) are transferred between the parties, unless a separate written agreement is made. Danova keeps all IPR, which are part of the delivery. In cases where the delivery comprises software, the customer has indefinite, non-exclusive and non-transferable right to use such software in its original form, exclusively for the usage specified in the product specification. The customer is not allowed to copy, further develop or change any part of the software. All drawings, descriptions, models etc. which are freely provided by Danova, stays the property of Danova.

With Danova sales under these conditions, which imply registration of measurements in systems and equipment belonging to Danova, including equipment returned to Danova due to lack of conformity, these data are the property of both Danova and the customer. Danova achieves indefinite rights as an owner to the measurements. Whereafter Danova can utilize the measurements to Danovas own purposes. Exempt is only personal data as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 2016-04-27 on the protection of natural persons with regard to the processing of personal data (GDPR).

### 4 Price and payment

#### Prices

All prices are without tax, VAT and fees, plus transportation- and insurance premium, freight costs, packaging and installation.

Such costs will appear separate on the invoice. With consecutive delivery of products and services, the price will be based on Danova's list price, for each delivery, unless otherwise agreed upon.

Changes in exchange rates, taxes, insurances, freight costs, purchase costs implies that Danova can adjust the prices.

#### Terms of payment

Payment must take place, no more than 14 days after date of invoice, unless written consent is made. With overdue payment, interest is added, consisting of 1,5% of the outstanding amount per initiated month.

pay within the right time, Danova is entitled to charge payment for all invoiced and delivered goods, regardless of previously agreed credit terms.

If the customer fails to pay after the stipulated due date, the case may be transferred to debt collection without further notice, whereby recovery costs may be incurred in addition to what is stipulated in Order no. 601 of 12.07.2002

#### Retention of title

Danova has retention of title in all sold products, until full payment is made including interests, costs and any expenses related to the delivered products that has been paid out by Danova on behalf of the customer.

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Payment DKK:  
IBAN: DK8068100001092937  
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Payment EUR:  
IBAN: DE23215106001000524351  
Swift: SYBKDE22

Until the ownership passes to the customer the customer shall keep the products insured and stored separately. Until the ownership passes to the customer, the customer shall not sell, transfer, lease, encumber or otherwise dispose of any of the delivered products, except with Danovas consent. The customer is not allowed to make any change of the delivered products.

## **5 Agreements on lease of equipment with operation, data and monitoring**

Where Danova and the costumer have entered an agreement on lease of equipment, Danova is responsible for the installation of equipment, as well as the ongoing operation, maintenance and service of the equipment.

### **Restoration**

If the equipment becomes defective within the agreed rental period, Danova will repair the defective equipment. The repair must take place within 3 working days. However, this deadline does not apply where all or part of the 3-day period is between Christmas and New Year or in the weeks 7, 29, 30, 31 and 42.

### **Insurance of the leased equipment**

During the agreed period of lease, the equipment is covered by Danovas insurance. Danova reserves the right to seek the deductible covered by the costumer (the deductible in 2022 amounts to up to DKK 4,189). In addition, Danova reserves the right to claim damages that cannot be covered by Danovas insurance covered by the customer.

Danovas insurance covers the following insurance events:

- Fire
- Theft
- Vandalism in connection with theft
- Water damages

### **Leasing period**

Leasing period is limited and must be agreed in writing between the parties. The leasing agreement is non-cancellable during the limited leasing period. If the leasing period is extended, this must be agreed in writing between the parties. The non-cancellability of the leasing agreement also applies to the extended leasing period, which will also be limited.

### **Precedence of provision 5**

Where this provision deviates from the other general conditions of this document, this provision takes precedence over these.

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## 6 Service agreements

Has the Parties entered into a service agreement the terms and conditions of the service agreement takes precedence over these terms and conditions in all matters relating to the service agreement. Matters relating to the service agreement which are not described in the service agreements terms and conditions are subject to these terms and conditions.

## 7 Defects

Provision 7 contains the customers only remedies for breach in case of defects, in connection to delivery.

### Rectification of defects

Danova warrants 1) All products are produced in accordance to product specifications, and are delivered without faults, and 2) All services are produced as agreed upon between the customer and Danova, with the necessary expertise and thoroughness. Danova does not warrant, that deliveries are designed nor suitable for usage to special, and specific purposes. Danova does not warrant defects, caused by lack of compliance with Danova's instructions.

At receipt of the delivery, the customer is obliged to inspect for visible defects. As soon as the customer are aware, or should have been aware of any defects, written notice shall be given to Danova. If written notice is not given immediately to Danova, the customer lapses the right to claim the defect.

Danova must pursue repair of defect, without undue delay, after timely receipt of notice of defect. Danova solely decides, whether defects should be rectified by repair or exchange of the defective delivery. If a significant defect has not been rectified within a reasonable period (the type and extent of the defect, considered) the customer has the right to annul the purchase of the defected part of the delivery, with an additional notice of two (2) weeks. This right lapse, if the defect is rectified within the two weeks.

Wear parts are not covered by the duty to remediation. The costs to installation and dismantling are not covered by the duty to remediation.

If the customer has defective deliveries or parts returned for the purpose of replacement or reparation, the customer shall bear the costs and the risk of the transport, unless otherwise agreed.

Transport to the customer of deliveries or parts in the form of replacement or as repaired parts shall be at the risk and for the account of the customer.

Defective parts that are exchanged in accordance with this provision, shall be available to Danova

As for parts of the delivery, that has been exchanged or repaired, Danova offers remediation of defects on the same conditions and under same conditions as for the original delivery. Danovas duty to rectification is not however effective for any part of the delivery beyond 24 months after the originally delivery to the customer.

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Payment EUR:  
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Swift: SYBKDE22



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## Compensation

In case of defects, in which Danova are responsible for, the customer, constricted by provision 8, is entitled to compensation for direct loss, specified by: 1) Direct costs, pertained due to the defect, and 2) Person- and property damage caused by the defective delivery (Product responsibility).

The customer cannot deduct the compensation in outstanding payments.

## Warranty period

Danova must immediately be given notice, about every claim from customers regarding defective deliveries, hereunder product liability claims. And at the most, 1 year after delivery of the defective products/services.

## 8 Limitation of liability

### Indirect loss and consequential damages

Danova can, under no circumstance, be held responsible, hereunder in relation to product responsibility, indirect loss and consequential damages, hereunder, but not constricted to operation- or revenue loss of data or profit or disruption of operation.

### Wrong handling of the delivery and normal wear

Danova cannot be held responsible for conditions due to normal wear, post processing, wrong usage and wrong handling of the delivery.

### Integrated equipment

Danova cannot be held responsible for damages, caused by the delivery, when the delivery is integrated in, or are part of the customers or third party's equipment, products, property or real estate.

### Overall responsibility

Danovas overall responsibility, hereunder liability and responsibility of costs related to rectification of defects, can regardless of whether the claim is based on contract, guarantee, tortious act, product responsibility (except personal injury) or any other form of lack of fulfilment of purchase, which are included by these conditions – Not to surpass the lowest of the following amount: 1) 50% of the purchase price, for the delivery, of which the claim originates, and 2) DKK 10 million.

### Regressus

Danova must be indemnified by any claim made from third party, towards the customer, to the extent that these claims would have been included by or limited to these conditions.

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## 9 FORCE MAJEURE

Danova cannot be held responsible for delays or lack of fulfilment, when caused by force majeure events such as fires, explosions, walkouts or lockout, earthquakes, damage or accident, lack off- or faulty transport units, epidemics, floods, drought, declared or non-declared war, revolution, civil riots, anti-social actions, blockade or embargo, lack of obtaining necessary licenses, permits or authorization, unexpected occurrences which directly or indirectly affects the production costs of the delivery or laws, announcements, rules, regulations, demands or conditions from governments. In a Force Majeure situation the delivery is postponed with the period of time, which equals the time of the Force Majeure situation. If the affected delivery is delayed for more than 60 days, both parties may cancel it.

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## 10 Secrecy

In connection to sales included by these conditions, all information which the customer should receive from Danova, including, but not limited to, information about delivery, process, technical aspects, results, materials, design, prices, and every physical material, are to be treated and kept confidential by the customer, unless other has been agreed upon. The customer may therefore not without prior written consent, use Danova's confidential information to other than what's necessary to make use of the delivery, for the purpose which appears or is clearly assumed by the documentation pertaining the delivery.

## 11 Export control

If the customer exports or re-export the delivery globally, the customer must fulfill all national or international (re-) export regulations. If Danova are to perform export regulation check, the customer must, per request from Danova, immediately inform Danova about all relevant information regarding the end-customer, destination, and the intended use of the products, work or services delivered by Danova. The customer shall not hold Danova accountable for any claim, lawsuit, fine, loss, expenses or damages caused by or related to the costumer's lack of fulfillment to export regulations, and the customer shall reimburse Danova for all inflicted loss and expenses thereof.

Danova is not obliged to fulfill its duties regulated this agreement, if the fulfillment is frustrated by national and international trade or duty claim or any others sanction, including but not limited to embargo.





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## 12 Disputes

Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by mediation administrated by The Danish Institute of Arbitration in accordance with the rules on mediation adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

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If the mediation proceedings are terminated without a settlement, the dispute shall be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The dispute shall pass to arbitration proceedings no longer than 4 weeks after the mediator have been appointed.

All disputes must be settled under Danish law, though the Danish conflict-of-law rules and The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

The language to be used in the arbitral proceedings shall be Danish.

## 13 For return og goods, the following applies

Without prior acceptance from Danova, products are not returnable for crediting. Products send to Danova without prior agreement, will be returned to sender.

All returned products shall be labeled with an RMA number that can be requisitioned at Danova.

Danova does not take responsibility for products that are lost or damaged during the return process, including during shipment.

Return costs, including shipping costs, are borne by the Customer