

## Common Terms of sale and delivery For Masterveil Danmark ApS

### 1. Introduction

For All shipments and orders To economic operators Applies to this sales and delivery terms, and the terms are considered accepted when a delivery or task is started, acceptance of a quote/estimate or payment of invoice.

Special terms from customer's site specified in the customer's order are not binding on Masterveil Danmark ApS, unless written acceptance is available.

### 2. Offer /Perspective

The prices quoted are excl. VAT and any other charges. Masterveil Danmark ApS Can free Revoke offer until customer's acceptance has come Up to Masterveil Danmark ApS. Offer lapses, If acceptance has not come to the Masterveil Danmark ApS Within 30 Calendar days From the offer date unless otherwise stated in Offer.

Masterveil Danmark ApS reserves the right to Without notice to change Default Price lists and catalogue material. Declared objectives and technical Specifications of catalogue material are indicative Masterveil Danmark ApS assumes no liability for defects in the above material.

If Masterveil Danmark ApS' Confirmation of an order does not match the customer's order or agreement basis, and Customer Do not wish to accept the conflicting terms, Customer Notify it to Masterveil Danmark ApS In writing at the latest **5 working days** Upon receipt of the order confirmation. Otherwise, Customer Bound by the order confirmation.

### 3. Order

Purchase is final when Masterveil Danmark ApS Have The order thereby confirmed that the Order Confirmation has come to the customer. Masterveil Danmark ApS Is Not obliged to provide further Re, if the customer has breached its Payment obligations for previous lots. Masterveil Danmark ApS reserves the right to require bank guarantee or similar For order-wide Products, Must be considered as customer Specified that the alternative Use is unlikely. Cancellation is accepted only by agreement and Payment of accrued costs and margin contributions.

If Masterveil Danmark ApS so requires, the customer provides security for fulfillment of the customer's obligation to Masterveil Danmark ApS. The security is usually provided in the form of Masterveil Danmark ApS obtaining credit insurance from Tryg insurance for the customer. If the customer cannot be credit insured, Masterveil danmark A / S will require advance payment for the entire purchase price.

### 4. Special conditions regarding Air blankets.

The extraction and vacuum formation will impair the operation of the functions, including to powerful cooling fans that pull the air curtain at an angel.

Reinforcement of the wall according to our instructions, with screw-on cladding. Responsibility for the construction can the carrier is solely the customer's responsibility.

The electricity must be forwarded to the installations in the form of electrical outlet for each installation. (A total of 2 pieces) unless otherwise agreed in writing.

If you are not ready for assembly as agreed, you will be billed for futile driving cf. Fair prices.

## 5. Delivery/Shipping

Delivery occurs AB Masterveil Danmark ApS's Address in Ringe the absence of any other written agreement. The shipment is Customer Expense and risk. Materials and supplies supplied directly by Masterveil Danmark ApS or ordered by Masterveil Danmark ApS For delivery by customer is not the customer's risk.

Unless otherwise agreed Select means of transport/form Of Masterveil Danmark ApS.

## 6. Delivery time

The tenders and the order confirmation Delivery times are respected as far as possible. Masterveil Danmark ApS Assume No responsibility for the consequences of any Delay And does not give the customer the right to withdraw the purchase if the supply takes place within 8 weeks of the Time. Masterveil Danmark ApS is also not Responsible for the consequences of a delay, even if this is due to serious or simple Negligence, and even if the delay extends beyond the prescribed the above number of weeks.

## 7. Asbestos

Unless expressly stated in the quotation or order confirmation, it is assumed that there is no asbestos at the work site. If asbestos is discovered, the work will be stopped and additional costs will be invoiced separately.

## 8. Payment

Credit is generally not granted.

Applicable payment terms appear in the offer, order confirmation and invoice. Payment is made, unless otherwise agreed, net 8 days from the invoice date. Since products are manufactured according to the customer's measurements and specifications, payment must be made as follows, unless otherwise agreed:

In the case of Masterveil Danmark ApS is responsible for both delivery and installation

- 30% when placing an order.
- 60% upon delivery of work carried out.
- 10% upon delivery of final documentation and installations/installation is operational.

In case the customer buys directly from Masterveil Danmark ApS, and is responsible for transport and installation himself:

- 60% when placing an order.
- 40% when the goods is ready for shipping.

Order with a maturity of one month, the on-account invoice is sent.

The customer is not entitled to withhold payments due to any counterclaims which Masterveil danmark A / S has not recognized.

In case of payment after the stated payment term, Masterveil Danmark ApS is entitled to interest on the overdue amount. Current process interest + 2% per month from the due date and until payment takes place. In addition, a compensation fee of DKK 310 is added for the first reminder. After that, DKK 100 is added per reminder letter.

If the customer Does not comply with established payment periods, the Masterveil Danmark ApS Not obligated to further supply/execution of work, and Masterveil Danmark ApS Is Also Entitled to cancel or require advance paymentand/or make other remedies applicable.

If goods that are to be delivered at a certain time according to an agreement or contract are not taken on time, the purchase price is due for payment when the delivery is reported ready for delivery. Masterveil Danmark ApS may, at its option, sell goods at the customer's expense or store the goods

at the customer's expense, so that the customer must pay the costs associated with storage. When stored, the goods are at the customer's risk.  
In the event of non-payment, a reminder procedure will be initiated.

## **9. Reservation of title**

The delivered remains Masterveil Danmark ApS' Property, Until payment is fully paid.

## **10. Returned goods.**

No right of return is granted on customer-specific productions. Return of goods can only be made by prior written agreement. Compensation is at the invoice price if Masterveil Danmark ApS Either Error handling or due to manufacturing faults is the fault of a Return is required. In other cases, returns must be Franco, and the goods are received in whole and undamaged condition, the invoice amount is credited-20%. If returned items is not flawless, the customer is charged For the repair.

## **11. Complaints (Services)**

Any complaints about defects must be made within 8 days of receipt or confirmation of the defect. In the event of a complaint being unjustified, Masterveil Danmark ApS is entitled to payment for the work performed or visit. Masterveil Danmark ApS does not cover consequential damages due to errors in connection with. installation / assembly such as water on the floor, discoloration of walls, holes from mounted material and the like. Masterveil danmark A / S is not liable for damages and other damage caused to the installed / delivered system after the installation has taken place. This also applies during the construction period from delivery to the customer and up to, for example, delivery of the system to the end user. During this period, the customer is liable for costs associated with repainting or replacing damaged parts. Masterveil danmark A / S does not cover the lack of function of airtight that can be attributed to vacuum formation or draft, including too powerful cooling fans.

## **12. Warranty Masterveil systems.**

Goods are defective With errors attributable to machine errors and deficiencies are covered by the warranty. Goods With design, manufacturing or material defects, be repaired as soon as possible within normal working hours or exchanged free of charge within 12 months;. Warranty period is calculated from Time of delivery, however, no later than invoice date. The transport and insurance costs associated with the repair or replacement, including any travel costs, accommodation costs, etc., as well as any costs associated with disassembly and assembly are borne by the customer. Repair or replacement may not lead to any liability for damage caused by delay. There is no warranty on operating wear and control errors that are not directly attributable to machine faults and defects Including port damage.

## **13. Material properties**

Guarantee of material properties and lifetime is Masterveil Danmark ApS Required by and to the extent that it is possible for the Masterveil Danmark ApS Supply the specified materials with the required properties, and Masterveil Danmark ApS Supplier shall make the same warranty with respect to Masterveil Danmark ApS and can fulfil its obligation.

## **14. Building SUPPLY clauses**

Insofar as-and only to the extent-delivered goods are used in construction Denmark, the delivery is made with the following building supply clause Formulated by the Housing Ministry's construction agency:

"The supplier's liability for defects in supplies ceases 5 years after the The delivery of the construction in which the supply is entered. For shipments to Inventory or resale shall cease to be liable within 6

years of delivery to the buyer. Where it can be considered that a claim concerning deficiencies in the Deliveries not-or only with great difficulty-can be implemented against Buyer or for subsequent purchasers, it is recognised that the claim is Can be invoked directly against the supplier. Also in such cases Supplier can only be held liable for defects to the extent that his own Supply is incomplete and, moreover, only to the extent that it follows from his own Contractual relationship with his buyer. However, the supplier may, in all cases, recognise the possibility of being sued Purchaser or subsequent purchasers on the basis of the parties ' relationship between them.

The proceedings shall be heard by the arbitral tribunal for works of construction."

## **15. WEEE (Waste) Electrical and Electronic Equipment)**

When purchasing Masterveil products, the buyer assumes the obligation to, at his own expense, dispose of the product after use in accordance with current legislation. (W)EEE Directive)

## **16. Responsibility**

Any order confirmation is subject to strike, lock-out, war and warfare, epidemics or quarantines / isolations from national authorities, as well as other force majeure.

Masterveil Danmark ApS is not responsible for any delays or obstacles caused by force majeure or other circumstances that evade the influence or control of the company, including the lack of information from CustomerS page.

Masterveil Danmark ApS Liability for damages arising out of delay or defect does not include Lost profits /loss, loss, or other indirect loss, and data loss.

In the Cases Masterveil Danmark ApS Insurance which may cover the abovementioned Losses incurred as a result of a deficiency/defect/error in a supplied non-series manufactured electrical product/installation or an electricity-related output This can be stated by request.

## **17. Responsibility for the material**

Masterveil Danmark ApS' Liability By Both simple and gross negligence to the amount covered Of Masterveil Danmark ApS' Liability insurance.

To the extent that Masterveil Danmark ApS may be required Liability Responsibility To third parties, the Customer Required to keep Masterveil Danmark ApS Harmless. If a third party Claims against one of the parties regarding liability under this Point, that Party shall immediately inform the other thereof. Masterveil Danmark ApS and Customer Is mutual Be sued by the Court or arbitration tribunal which Claims which have been raised against one of them on the basis of an injury, Which is claimed to be caused by the material.

Masterveil Danmark ApSs Liability for personal injury and property damage is also limited to 15 million DKK.

## **18. Disputes**

Disputes between Masterveil Danmark ApS and Customer Be In the court of the District in which Masterveil Danmark ApS Has his place of business or by another jurisdiction which Masterveil Danmark ApS Determines. Masterveil Danmark ApS Can Alternatively Determine that disputes are settled by arbitration under AB 92 § 45 – § 47.