

# General Terms and Conditions of Sale and Delivery (Business to Business)

## 1. Use

- 1.1 The following sales and delivery terms apply in the extent that they are not waived by written agreement between the parties.

## 2. Delivery Terms and Time

- 2.1 Unless otherwise agreed in the schedule, particular Terms and Conditions, term of delivery is Ex-Works (Incoterms 2010) at the delivery location specified by Eltwin in the order confirmation.
- 2.2 Delivery dates will be those specified in the order confirmation.

## 3. Warranty, Liability for Defects

- 3.1 Eltwin warrants that the products are not defective due to bad material, faulty design or poor workmanship. Eltwin's warranty does not cover defects caused by normal wear and tear, inadequate maintenance or faulty repair, failure to observe the installation, operating, maintenance or instructions supplied by Eltwin. Eltwin's warranty does not cover overloading, use of any unsuitable material, effect of chemical or electrolytic action, building or assembly work of the products not undertaken by Eltwin, or resulting from other reasons beyond Eltwin's control. The warranty does not cover defects caused by modifications undertaken by the manufacturer or a third party without the consent of Eltwin.
- 3.2 If the manufacturer wish to rely upon a defect in a product, the manufacturer must notify Eltwin of the defect within 30 months from the date the product is produced or within 24 months from the date the manufacturer's final product is installed with the end-user, whichever is sooner.
- 3.3 Upon timely notice of a defect, Eltwin shall at Eltwin's choice repair or replace any defective (parts of the) products as quickly as possible at Eltwin's expense, however so that transportation to and from the place of delivery as well as any costs for disassembly and reassembly will be at manufacturer's expense.
- 3.4 Repair or replacement is the sole remedy available to manufacturer in case of a defect, and all other claims against Eltwin with respect to the quality and conformity of the products are excluded.
- 3.5 If the manufacturer wishes to return a product, for failure analysis, within the warranty terms, the return guidelines must be followed and a return form filled in.

## 4. Limitation of Liability

- 4.1 Neither party is liable towards the other party, in contract, tort or otherwise for any indirect loss or consequential damage, including loss and deferral of production, loss of product, loss of business, loss of use, loss of profit, including reputation or anticipated profit (if any), and any other loss, which in accordance to applicable law is defined as an indirect or consequential loss.
- 4.2 Eltwin's total liability towards the manufacturer in respect of any and all losses arising under or in connection with the agreement and the cooperation hereunder is capped at two times the unit price of the product(s) being the cause for the liability of Eltwin. The relevant unit price is the unit price applicable at the date of the production of the product cf.
- 4.3 The limitations in clause 3.1-3.2 does not apply to any losses caused by the wilful misconduct or gross negligence of the party subject to pay damages. Neither do the limitations apply in the event of death or personal injury caused by a defective product (product liability).

## 5. Miscellaneous

- 5.1 Personal data
- 5.1.1 Eltwin processes personal data in accordance with applicable data protection legislation. See more on [eltwin.com](https://eltwin.com)
- 5.2 Intellectual Property Rights
- 5.2.1 No title or license to Eltwin owned intellectual property rights are granted expressly or implied under the agreement.
- 5.3 Assignment
- 5.3.1 Neither party may assign any rights or obligations under the agreement without the prior written consent of the other party. Regardless of the foregoing, Eltwin may assign rights and/or obligations to any affiliate/subsidiary of Eltwin A/S.
- 5.4 Export control and Trade Sanctions
- 5.4.1 Some of the products (and any other goods and/or services delivered by Eltwin) might be subject to export control and trade sanction rules including those of the European Union (EU) and the United States of America (U.S.). Manufacturer shall comply with all applicable and relevant legislation, including export control and trade sanction rules, and delivery from Eltwin is conditioned upon the compliance. If, due to export control and trade sanction rules, Eltwin considers that it will be prohibited, hindered, restricted or significantly adversely affected by complying with its obligations under the agreement, Eltwin may cancel or postpone the delivery of the products without liability.

## 6. Law and Venue

- 6.1 The agreement is governed by and construed in accordance with Danish law.
- 6.2 The Danish Maritime and Commercial High Court has exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the agreement or its subject matter or formation (including non-contractual disputes or claims). If the Danish Maritime and Commercial High Court does not find itself to have sufficient subject matter jurisdiction, then District Court in Denmark will have such exclusive jurisdiction.