

Sales and delivery terms.

The terms below are applicable to Kjærgaard A/S (continuously referred to as 'the manufacturer') and the purchaser.

Ordinary conditions for delivery and installation of machinery and other mechanical, electrical, and electronic equipment (NLM 94) are applicable to the parties with the following alterations and amendments referring to specific articles in NLM 94.

Ad art. 1:

NLM 94 is applicable with the following alterations and amendments. Upon receipt of samples, the manufacturer reserves the right to revise the quotation / budget price and cancel the quotation / budget price without any costs if the project cannot be launched based on the conditions in the quotation.

As a result of the new CORONAVIRUS (COVID-19) and as its potential development, scope and impact is unpredictable and may affect the performance of Manufacturers obligations according to offers and/or order confirmations, the Manufacturers offers and order confirmations are made with the following disclaimer: should Manufacturers performance of obligations be delayed, prevented or made unreasonably onerous due to or related to COVID-19 (and regardless of whether or not this would constitute Force Majeure or may be considered as foreseeable), the Seller disclaims any responsibility for failure to perform its obligation(s) until the time when such performance is again possible and within the limits of reasonableness. Without limiting the generality of the foregoing, such situation may, by example, occur if the Manufacturers workforce is affected by COVID-19, e.g. by way of quarantines, travel restrictions or similar circumstances, or if the Seller is reasonably unable to purchase or deliver the products ordered or in the event of price increases due or related to COVID-19.

Ad art. 7:

If the following services are not specifically mentioned in the quotation / order confirmation from the manufacturer, they are not included in the project:

- Ventilation
- Constructional changes
- CE marking
- Power supply
- Air supply
- Any connection to any other machinery not specifically mentioned in the quotation or order confirmation

Ad art. 13:

The site at which the equipment is to be installed, must be ready and clear prior to the arrival of the equipment. The manufacturer's machine fitters must have unimpeded access to the mounting site during the entire mounting period.

Ad art. 26:

If nothing else is mentioned in the quotation / order confirmation, the work will be carried out within the manufacturer's normal working hours. Any production shutdowns necessary for the mounting / installation must be respected. Unless otherwise agreed, accommodation and transportation related to delivery will be invoiced to the purchaser according to present rates.

Ad art. 27:

In accordance with the agreement, material, supplies, and staff necessary for testing and commissioning must be made available by the purchaser to the manufacturer. The purchaser leads the necessary signals from his machinery to the joint terminal blocks at the manufacturer's steering system.

Ad art. 42:

There is a deviation from art. 42 as the purchaser is considered the owner of the delivery. Thus, the purchaser undertakes the responsibility for the equipment when offloaded at the site of installation.

Ad art. 50:

The purchaser is liable for insuring the equipment from the time of offloading at the site of installation, until the last payment to the manufacturer. As a minimum, the insurance must cover delivery contingencies, damage caused by fire or water, during transportation and installation or by staff as well as theft and vandalism.

On request, the purchaser should be able to document the validity of the insurance.

Ad art. 53:

Warranty: The manufacturer's warranty period is valid from the date of SAT and 12 months ahead. However, the period starts no later than 1 month counting from the date on which the manufacturer has declared the equipment ready for operation or from the date on which the purchaser takes full or partial delivery into operation.

Ad art. 56:

Warranty limitations: The manufacturer holds responsibility for defects relating to equipment delivered and/or mounted by the manufacturer. Provided that repair or fixing takes place on the site of installation, the purchaser will pay the manufacturer transportation expenses including hourly rates and rates per kilometre according to current rates. Expenses related to shipping of material and/or warranty parts back and forth to the manufacturer will also be paid by the purchaser. The warranty discontinues if the maintenance prescribed is not performed. Expenses of simple warranty spare parts such as renewal of motors, relays, and parts normally to be renewed by the maintenance staff will not be covered by the manufacturer. The warranty does not cover normal wear and tear and consumption of spare parts. Expenses due to machine downtime and production loss will not be covered by the manufacturer. The warranty does not cover damage caused by wrong operation, insufficient or incorrect maintenance, or incorrect use. Any repair within the warranty period must be performed within the normal working hours of the manufacturer. If this is not possible, the purchaser will hold extra expenses of hourly rates outside the normal working hours.

Ad art. 68:

The following circumstances shall also result in exemption from liability, if they prevent performance of the agreement or make performance unreasonably burdensome: labour disputes and any other circumstance over which the parties have no control, such as hacking attacks, virus attacks, health crisis, epidemics, fire, war, mobilization, or military call-up of a corresponding extent, requisition, seizure, currency controls, riots and civil commotion, lack of means of transportation, general shortage of goods, motive power restrictions, and defective or delayed deliveries from sub-suppliers arising from any of the circumstances listed in this Section.

Other alterations:

Copyright:

The manufacturer holds copyright to any drawings, technical documents or other technical information forwarded to the purchaser. Without the manufacturer's prior consent, the purchaser is not entitled to disclose, forward or apply any drawings, technical documents, and / or other technical documentation referring to the project elaborated by the manufacturer to any third party.

Software from third party:

If software is included in the delivery from the manufacturer, on which a third party holds copyright the purchaser must respect the terms of licence of the licensee. Unless the manufacturer has claimed responsibility for the process in writing, the purchaser is solely responsible for the delivery meeting his needs. The manufacturer holds no commercial and / or any other responsibility for the purchaser. The delivery includes the software version valid on the date of quotation. The manufacturer does not guarantee compatibility with other computer programs, including software, or with new versions of standard software.

Kjærgaard A/S

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