GRETSCH-UNITAS

Update May 2021

GU SKANDI A/S

Sales and Delivery Conditions

Application and contractual basis
These sales and delivery conditions apply between GU SKANDI and a specific buyer ("Buyer") in respect to all offers, orders and deliveries from GU SKANDI unless otherwise agreed in writing between the parties. Any derogation, including in the form of Buyer's purchasing conditions, can only be made following GU SKANDI's prior written acceptance.

Prices
Current prices are the prices listed in GU SKANDI's most recently published price list. All prices are without VAT. GU SKANDI reserves the right, without prior notice, to change its prices.

Offers and orders:
All offers are issued subject to prior sale and are calculated on the basis of the prices of materials and labour costs as of the date of the offer. A final agreement on delivery is exists only when the Buyer has received GU SKANDI's written order confirmation and only this order confirmation is binding. The Buyer is under an obligation to carefully check the order confirmation. If there are any errors in the order confirmation, the Buyer shall immediately submit objections against them.

The orders confirmed by GU SKANDI will be delivered at the agreed price and cannot be cancelled after the order confirmation has been sent. Orders of less than DKK 500.00 net are subject to a handling fee of DKK 100.00

Delivery times
The lead times specified by GU SKANDI are observed to the greatest extent possible, but are given with reservation for strike, lockout, transport conditions and force majeure of any kind, including delay or breakage of tools as well as inadequate material deliveries beyond GU SKANDI's control. GU SKANDI disclaims any and all liability for late delivery or compensation for the resulting difficulties.

Shipping
All goods are delivered at the Buyer's risk and expense. The delivery takes place ex GU SKANDI's warehouse in Jyllinge. Freight is charged, unless otherwise agreed in writing. Insurance shall always be covered by the Buyer's expense and shall be taken out by the Buyer.

Packaging
Special packaging is charged at current market value.

Complains in the event of a delay
Complains shall be made in writing within 14 days from delivery because the Buyer would otherwise lose its right to invoke delay. GU SKANDI may not be held liable for defects or damages caused (i) by the Buyer, (ii) during transport, (iii) by incorrect storage of the goods delivered, (iv) by incorrect handling or assembly of the product, (v) by an expected change in the capacity of the product (vi) or other negligence which cannot be attributed to GU SKANDI.

Upon receipt of defective or damaged packaging, reservations shall be made when the waybill Is received. In case of incorrect and/or short shipment, a written complaint must be filed with GU SKANDI within 48 hours of receipt.

Obligation to carry out inspections and complaints
Immediately upon delivery or receipt, and always before the goods are put into use, built in or installed, the Buyer shall inspect the delivered goods in order to ensure that they are free from defects.

The Buyer shall file any complaints because of defects, including quantity variances, which the Buyer has or should have established during the inspection laid down in the current clause, with GU SKANDI immediately and absolutely no later than 14 days of the product delivery to the Buyer because if not, GU SKANDI will reject the complaint. In case of other defects the Buyer shall file a complaint immediately after discovering the defect and no later than two (2) years after delivery, cf. however, the construction delivery clause below.

Liability for defects/compensation
Goods, which because of design, structural, material or manufacturing defects turn out to be unusable within 2 years after being put into use shall be replaced or repaired free of charge and according to GU SKANDI's preferences when the defective parts are returned. Claims other than replacement or repair such as compensation for labour costs, waste of time, costs associated with the disassembly of the old product and/or installation of a new product or the like as a result of faults or defects may not be invoked before GU SKANDI.

If - and to the extent - the delivered products are used in construction in Denmark, deliveries shall be made based on the following construction delivery clause laid down by the construction authority of the Danish Town and Housing Ministry where GU SKANDI is "supplier".

The supplier's liability for defects in deliveries ceases to apply 5 years after the delivery of the construction in which the delivery is part. In connection with deliveries to warehouses or resale, the supplier's liability ceases to apply not later than 6 years after delivery to the buyer. Where it can be considered substantiated that a claim for delivery defects cannot - or only with great difficulty - be made against the supplier's buyer or subsequent buyers, the Parties also accept that the claim can be made directly to the supplier. In such cases, the supplier is only liable for defects to the extent its own delivery is inadequate and furthermore only to the extent specified in the supplier's contract with the relevant buyer.
However, the supplier accepts in all cases that a joint action can be brought against the supplier and the buyer or subsequent buyers on account of the mutual relationship between the parties. The case is handled at the court of arbitration for building and civil engineering.

Product liability
In case of personal injury or damage to consumer products as a result of a defect in GU SKANDI's product(s), GU SKANDI's liability shall be determined in accordance with the general provisions of Danish law, including the current Product Liability Act.

If it is a matter of an occupational accident, GU SKANDI's liability for compensation shall be limited to an amount corresponding to the value of the invoice of GU SKANDI's inadequate product(s). If GU SKANDI is held liable for product damage to third parties, the Buyer shall indemnify GU SKANDI for the liability that GU SKANDI may incur beyond the scope of the liability laid down in the current product liability provisions. GU SKANDI hereby disclaims to the greatest extent possible any non-statutory product liability based on legal practice.

General disclaimer
GU SKANDI may never be held liable for any form of operating loss, loss of profit margin, day fines, loss of goodwill or the like. Furthermore, GU SKANDI shall not be liable for indirect and/or consequential losses.

GU SKANDI does not offer independent guarantee on the goods delivered.

Estimates and other consulting provided by GU SKANDI are only for reference and cannot replace customary constructional consulting. GU SKANDI disclaims any liability for damages or losses which are directly or indirectly attributable to GU SKANDI's estimates or consulting.

Returns
Returns are accepted only after prior written agreement, postage paid, enclosed waybill with invoice number and date. Goods manufactured according to the Buyer's specific requirements cannot be returned. Upon return, at least 20% will be deducted but not less than DKK 100,00, to which inspection, refurbishment, repackaging and the like will be added.

Payment terms
30 days net unless otherwise agreed in writing. Upon delivery of a combined order, the delivery is invoiced separately because the due date is the date on which the delivery is made. The buyer shall pay any bank charges in its domicile as well as in Denmark.

Interest
If GU SKANDI's payment terms are overrun, interest on overdue payment shall be charged from the due date for the not yet paid due amount in accordance with the provisions of the Danish Interest Act. Failure to observe the payment deadline results in a reminder fee of DKK 100.00 per reminder.

Ownership
The goods remain GU SKANDI's property until their full and final payment.

Applicable law and venue
Each disagreement relating to GU SKANDI's offers, orders and deliveries, including relationships covered by the current sales and delivery terms, shall be processed in accordance with the general provisions of Danish law, however, with the exception of international trade law (CISG).

All disputes which cannot be resolved amicably shall be brought to a Danish court at GU SKANDI's domicile.