

Quotation appendix

Reservation regarding delivery time

Due to the unstable supply of components, fluctuations in delivery time may occur. Any necessary changes will be agreed between the parties.

Panels can be agreed to be send with missing components. SystemTeknik will send the components as soon as we have these parts in hand.

SystemTeknik cannot be held responsible for any claims and compensations in relation to missing components.

To maintain the warranty, any missing components must only be fitted by SystemTeknik. If the customer or a third party installs components, the warranty is void.

Any additional costs for overtime, travel time, hotel, daily allowances and extra costs for fitting on site, etc will be invoiced according to SystemTeknik pricelist.

1. Application

- 1.1. These terms and conditions of sale and delivery apply to all quotations, orders, and deliveries to the extent that they are not deviated from by another written agreement between the parties.
- 1.2. The following shall apply,
 - A. For deliveries of products – NL92. Without penance
 - B. For delivery and installation of products – NLM94. Without penance
 - C. For maintenance and reparation – NU06 and NR06. Without penanceIn the event of any dispute, these terms and conditions of sale and delivery shall prevail.

2. Quotation and prices

- 2.1. All quoted and agreed prices are exclusive of VAT.
- 2.2. A dispatch fee will be charged for the handling of smaller orders.
- 2.3. SystemTeknik is entitled to compensation for cost increases in the period after the date of the quotation because of changes in exchange rates and government taxes and duties as well as raw material prices. In addition, reservation is made for intermediate sales.
- 2.4. Quotations are valid for up to 30 days, unless expressly agreed otherwise.
- 2.5. If the agreed delivery time is extended by more than 6 months due to an agreement to this effect in accordance with NL92, paragraph 12, or NLM94, paragraph 46, SystemTeknik is not bound by the agreed price, but is entitled to demand a reasonable price, which in that case is determined in relation to the generally applicable prices on the day of delivery.

3. Delivery and transport

- 3.1. Delivery will be "Ex Works" in accordance with Incoterms 2010, unless otherwise agreed.
- 3.2. In general, the stated times of delivery are intended as a guide. If agreement is made regarding a fixed time of delivery, the time of delivery is determined from the day when the final order is confirmed by SystemTeknik and all information necessary for the execution of delivery is received by SystemTeknik.

4. Invoicing and payment

- 4.1. Standing orders are invoiced monthly.
- 4.2. Unless otherwise stated on the invoice, the total invoice amount is due for payment net cash on the date of invoice.
- 4.3. Minor faults, defects and delays in delivery do not justify withholding any part of the payment.
- 4.4. From the day of maturity an interest on overdue payments of 5% for every month or part thereof is charged. If a reminder is sent, a reminder fee of DKK 100,00 will be charged.

5. Return

- 5.1. Delivered articles can only be returned after separate, prior written agreement with SystemTeknik. Production articles and procured articles cannot be returned.
- 5.2. Siemens components ordered will be binding and nonrefundable. It will not be possible to cancel the order from Siemens, therefore the costs will be charged to the order. Please note that this requirement is generated due to Siemens implemented regulations, and SystemTeknik therefore see the need to implement this retraction.

6. Liability for defects

- 6.1. SystemTeknik guarantees the original Buyer that the articles delivered are free from defects. Notwithstanding NL92, paragraphs 25 and 28, respectively NLM94, paragraphs 56 and 60, the following applies:
- 6.2. The Buyer bears the expenses and bears the risk of transporting any defective articles to SystemTeknik, whereas SystemTeknik bears the expenses and bears the risk of transporting any replaced or repaired parts to the place of destination, specified in the Agreement or, if no such destination is specified, to the place of delivery. When SystemTeknik has received a written complaint according to NL92, paragraph 24, respectively NLM94, paragraph 55, the defect shall be remedied as soon as possible and according to circumstances. If SystemTeknik carries out the above repairs at the site of the Buyer, the Buyer shall bear the travel costs, subsistence allowances, travel time allowances and hotel accommodation for the employees of SystemTeknik. Furthermore, the Buyer shall bear all expenses of dismantling and re-installation.
- 6.3. The Seller's liability to fulfill its obligations concerning remedying defects shall extend only to the articles delivered by the Seller.

7. Liability for damages caused by the equipment (product liability)

- 7.1. Notwithstanding the stipulation in NL92, paragraph 36, respectively NLM94, paragraph 67, the following applies:
- 7.2. SystemTeknik shall be liable for personal injury in accordance with Act no. 371 of June 7, 1989, regarding product liability, however, any damages are limited to a max. of DKK 5,000,000.00 per injured party.
- 7.3. SystemTeknik shall only be liable for damage to immovable and movable property if it can be proved that the damage was caused by faults or negligence on the part of SystemTeknik or others for whom SystemTeknik is responsible. The liability for such damage is limited to a max. of DKK 5,000,000.00 per damage.
- 7.4. The total compensation for personal injury as well as for damage to immovable and movable property shall in all cases be limited to an amount corresponding to 10 times the sales price, which SystemTeknik received from the Buyer for the specific product which has caused the damage, however, the total compensation of damage cannot exceed DKK 10,000,000.00, for which coverage has been established in the insurance company.
- 7.5. To the extent that SystemTeknik is held liable for product liability – for property damage or personal injury – towards a third party, the Buyer is obliged to indemnify SystemTeknik to the extent that SystemTeknik's liability exceeds DKK 10,000,000.00.

8. Applicable law and venue

- 8.1. All disputes concerning orders or contracts shall be settled in accordance with Danish Law by the Maritime and Commercial Court in Copenhagen, regardless of whether the action is brought by the Buyer or SystemTeknik.