

# GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY FOR LOPOLIGHT APS



October 2017  
ver. 1.4.

*Unless other written agreement exists then Lopolight ApS will deliver all orders on the following terms and conditions no matter what the buyer might state in his order or order acceptance.*

## Preamble

These general terms shall apply to all purchase agreements concluded between Lopolight, hereinafter called the supplier, and its customer, hereinafter called the purchaser, and together with the supplier called the parties. Any deviation from the herein stated general terms shall be valid only when confirmed in writing by the supplier, irrespective of any conditions stipulated in the purchaser's order form or similar.

## Product Information

All particulars contained in brochures, catalogues, price lists, etc. of performance, capacity, dimensions, weights and other technical specifications and other descriptions are subject to changes without prior notice and are binding only when confirmed expressly in writing (letter, fax or e-mail) for the particular purchase in question.

## Prices

Prices are quoted for delivery "Ex Works" and excl. VAT and other duties. We make a reservation for changes of quotations as well as before and after the customer's acceptance under the consideration of changes in material prices, prices from sub-suppliers, changes in public duties, changes in exchange rates, changes in wages. We make a reservation in the quoted price for changes in the order or other circumstances at the purchaser that that increases supplier cost. Orders not covered by a binding quotation will be invoiced at the price on the date of delivery.

## Quotation & order.

The buyer's quotation/orders are only binding for the supplier, when the buyer have received a written order confirmation. All quotations are non-binding, unless otherwise specified. Quotations from the supplier, which are binding for the supplier, becomes void, unless accept from buyer is not received by the supplier not later than 4 weeks from quotation date.

## Delivery, dispatch and passing of risk.

Delivery time (ex works) are stated in the order confirmation and are given to the best of supplier's knowledge. If the supplier finds that an agreed delivery date cannot be met or that a delay is

likely, the purchaser shall receive notification hereof with an indication of the expected delivery date. The supplier is not to be held responsible in the event of a delay in delivery, even if such a responsibility is mentioned in the buyer's order. Delays in delivery does not entitle buyer to cancel the order. The products are non-returnable, unless a written agreement specifies otherwise.

Delivery is considered to have taken place when the products have been handed over to the buyer or 3<sup>rd</sup> party freight transporter, unless the order confirmation specifies otherwise. Insurance coverage of buyer's risk regarding transportation of the products is only taken out if this is agreed in writing. Dispatch and transportation is at buyers cost and risk. The risk is transferred from supplier to buyer the moment the products are handed over to the first 3<sup>rd</sup> party transporter.

Transport insurance will be taken out on buyers order and at buyers cost. Claims regarding damages will have to be notified within 7 (seven) days from the arrival date of the products.

## Payment

The supplier's terms of payment are as stated in the order confirmation and invoice. If the purchaser fails to pay the full invoiced amount in the invoiced currency by the due date, the supplier shall be entitled to charge a penalty interest on the overdue amount from the due day at a rate of 1.5% (one and a half per cent) per month until payment has been made.

## Reservation of Title

The product shall remain the property of the supplier until paid for in full as far as retention of property is legal under the existing law.

At the request of the Supplier the Purchaser shall assist in taking any measures necessary to protect the Supplier's title to the product in the country concerned. The retention of title shall not affect the transfer of risk.

## Warranty

A 5-year limited warranty is in place. The Purchaser's warranty claim must be in writing and using the

Supplier's form on [www.lopolight.com](http://www.lopolight.com). A report regarding the nature of the defect should be attached to the warranty claim.

The installation procedure of the Supplier's product(s) must have been performed properly and according to instructions and specifications from the supplier. The defect must have been caused by faulty material or workmanship.

Rectification shall not include any defects arising from lack of maintenance or failure to comply with the Supplier's directions, unauthorised or improper use, adjustments or alterations made without the Supplier's written consent or extreme weather conditions.

The original warranty period will not be prolonged after the repair or replacement of the defect.

## Limited Responsibility

None of the partners shall be responsible or compensate to the other part for each direct or indirect loss.

## Force Majeure

The supplier is free from responsibility for non-delivery by 3<sup>rd</sup> party transporters, for delayed fulfilment of the agreement, which is caused by force majeure, war, civil disturbances, government intervention, fire, strike, lockout, export- and/or import ban, missing or insufficient delivery from sub-suppliers, scarcity of labour, fuel, motive power or any other reasons, which is out of suppliers' control, and which can delay or obstruct delivery of the sold. If delivery is obstructed by one or more of the abovementioned reasons, the delivery is postponed with a timespan corresponding with the length of the obstruction with the addition of a period in which the circumstances normalizes. Delivery to the then postponed delivery time is considered in every way to be on time.

## Governing laws and disputes

Any dispute between the parties which not can be solved in consent will be judged in accordance to Danish law either by the normal courts or by arbitration in accordance to the supplier's choice.