

**Salgs- og leveringsbetingelser for Bossard Denmark A/S****1. Anvendelse og gyldighed**

- 1.1 Bossard Denmark leverer varer og serviceydelser til kunder udelukkende i henhold til salgs- og leveringsbetingelserne. Produktsortimentet består af produktion af komponenter og øvrige produkter samt engineering, teknisk rådgivning, logistik og øvrige serviceydelser. Sortimentet består også af varer og ydelser leveret som en del af en hel eller delvis løsning, tilbudt af os.
- 1.2 De gældende Salgs- og leveringsbetingelser kan til hver en tid ses på vores hjemmeside ([www.bossard.com/dk-da/](http://www.bossard.com/dk-da/) – Om os – Download center – Salgs- og leveringsbetingelser. De skal tillægges i sin helhed i alle indgåede kontrakter og gælder for alle selskaber i Bossard Denmark A/S.
- Salgs- og leveringsbetingelserne gælder for alle forretningsforhold, som indgås med os.
- 1.3 Alle øvrige betingelser eller specielle aftaler er kun bindende ved skriftlig aftale.
- 1.4 Serviceydelser, der strækker sig ud over leveringen af varer kan kun kræves af kunden, såfremt der foreligger en skriftlig aftale. Det skal bemærkes, at ansvaret for montering og brug af varerne påhviler kunden.
- 1.5 Hvis vi har sendt en skriftlig ordrebekræftelse eller bekræftet andre kontraktlige dokumenter skriftligt, skal disse dokumenter indeholde en udtømmende liste over alle varer og tjenesteydelser, der skal leveres.
- 1.6 I Salgs- og leveringsbetingelserne definerer vi "skriftligt" som et dokument (for eksempel et fax- eller pdf-dokument) underskrevet af én af parterne. "Skriftligt" defineres også som en e-mail sendt fra den ene part til den anden, forudsat at den part, der sender e-mailen, tydeligt kan identificeres og er berettiget til at behandle sagen.

**2. Priser og betaling for varer og serviceydelser.**

- 2.1 Priserne for vores varer og serviceydelser angives altid ekskl. moms i den relevante valuta. Dette gælder for alle vores prislister, ordrebekræftelser og andre kontraktlige dokumenter.
- Vores priser er angivet pr. 100 stk. Vi forbeholder os ret til at lave andre aftaler, med et rimeligt varsel. Priser pr. 1000 styk eller over gælder kun for industripakker eller bulkmængder. Den mindste ordreværdi for varer er DKK 485; eller et tilsvarende beløb i en anden valuta. Der tillægges et minimumsmængdetillæg for åbnede pakker. Vi kan give en mængderabat for varer med en værdi på mindst DKK 1.500 eller et tilsvarende beløb i en anden valuta.
- 2.2 Vi forbeholder os ret til at foretage prisjusteringer, hvis markedsforholdene ændrer sig væsentligt, eller hvis det skyldes udsving i valutakursen. De tilbudte priser er kun bindende, hvis og i det omfang vi har meddelt kunden, i hvilken periode de er bindende.
- 2.3 Levering til Køber sker EXW i henhold til Incoterms 2020.
- 2.4 Fakturaer er forfalden til betaling senest 30 dage fra fakturadato. Betaling skal ske netto uden rabat. Ved for sen betaling vil der blive pålagt et rentegebyr på rykkere på DKK 100 (eller et tilsvarende beløb i en anden valuta). Beløbet vil blive opkrævet uden yderligere varsel om misligholdelse.
- Betaling skal ske i den valuta, som er angivet i vores prislister, ordrebekræftelser eller andre kontraktlige dokumenter.

- 3. Brochurer, kataloger (herunder E-Shop), tekniske og øvrige dokumenter**
- 3.1 Dimensioner og instruktioner og diagrammer i vores dokumenter er vejledende. Dette gælder særligt brochurer, kataloger (herunder E-Shop), ordrer og teknisk dokumentation samt øvrige tekniske informationer.
- 3.2 Vi er ikke ansvarlige for nøjagtigheden og helheden af dokumenter, som kunden har leveret til os (det gælder især tegninger, materialspecifikationer og andre dokumenter). Vi er heller ikke forpligtet til at verificere deres nøjagtighed og helhed.
- 3.3 Kunden skal også sikre sig, at de dokumenter, han leverer til os (tegninger, materialspecifikationer og andre dokumenter), ikke krænker tredjemands rettigheder. Hvis kunden ikke overholder dette krav, skal han holde os skadesløs for alle tredjemands krav.
- 4. Deadlines og datoer, leveringsmængder**
- 4.1 Vi vil gøre vores bedste for at overholde de tilbudte og accepterede leveringsdatoer og deadlines. Dette sker i overensstemmelse med den tilgængelige ordrekapacitet og materialeindkøbskapacitet, der foreligger på tidspunktet for ordrebekræftelsen. Levering af varer afhænger af vores underleverandørers endelig accept af kontrakten.
- 4.2 Leveringsdatoen eller -fristen starter når kontrakten bliver indgået, men først når alle nødvendige formaliteter hos myndighederne er opfyldt, og når betaling er gennemført og eventuelle sikkerhedskrav stillet. Parterne skal endvidere have afklaret alle væsentlige tekniske spørgsmål, inden leveringsdatoen kan begynde.
- 4.3 De aftalte leveringsdatoer eller -frister kan med rimelighed forlænges eller ændres, uden at Bossard Denmark A/S bliver erstatningsansvarlig. Dette gælder især i følgende tilfælde:
- hvis de oplysninger, som vi har brug for til at opfylde en kontrakt, ikke modtages rettidigt, eller hvis de efterfølgende ændres;
  - hvis kunden eller en tredjepart (især én af vores underleverandører) kommer bagud med levering af varer eller serviceydelser eller på anden måde misligholder de kontraktlige forpligtelser;
  - hvis vi, kunden eller en tredjepart (særligt én af vores underleverandører) rammes af forhindringer eller uforudsete hændelser, som ikke kan undgås. Vi definerer sådanne begivenheder herunder (men ikke begrænset til) følgerne af force majeure, krig, internationale spændinger, optøjer, mangel på råvarer, sammenbrud, epidemier, pandemier, strejker og officielle lukninger af infrastruktur og virksomheder. Denne liste er ikke udtømmende.
- 4.4 Såfremt leveringsdatoen eller -fristen ikke overholdes, og den rimelige forlængelse (der skal defineres hver gang) overskrides, er kunden berettiget til helt eller delvist at annullere aftalen, så længe leveringen ikke overholdes. Ansvar for evt. nedetid og evt. anden skade, der opstår som følge af manglende overholdelse af fastsatte leveringsdatoer og -mængder, vil uden videre frafalde.
- 4.5 For færdigpakkevarer, der sælges pr. mængde, skal gennemsnitsværdien af de leverede varer mindst svare til den nominelle mængde i henhold til stikprøveproceduren. En måletolerance på +/- 4% er tilladt for leveringer af færdigpakkevarer med et antal på 100 stk. eller mere.
- 4.6 En over- eller underlevering på 15 % skal accepteres for varer, der er specielt designet til kundens behov.

## 5. Sporbarhed

I den udstrækning vi er forpligtet til at sikre varernes sporbarhed, sker dette ved at angive de nødvendige oplysninger på emballageetiketten. Efter levering af produkterne til kunden er kunden ansvarlig for at sikre, at vi kan spores som leverandør.

## 6. Ejendomsforbehold, ejerskab i forbindelse med logistik

6.1 Varerne forbliver vores ejendom indtil fuld betaling er modtaget

6.2 Hvis vi udvikler logistikløsninger eller leverer logistikydelser og kasser, reoler og andre lagervarer til dette formål, forbliver disse varer vores ejendom, medmindre andet er skriftligt aftalt.

## 7. Forpligtelser ved kontrol og godkendelser og anmeldelse af mangler

7.1 Vores varer og/eller serviceydelser skal omgående godkendes og, hvis det er relevant, kontrolleres af kunden for at sikre, at de overholder de tekniske specifikationer og lovkrav. Det samme gælder ved opfyldelsen af vores hel- eller delløsninger. Ligeledes skal kunden ved udfyldelsen af serviceydelser kontrollere, at disse er leveret i overensstemmelse med den aftalte kontrakt.

7.2 Eventuelle mangler ved vores varer og ydelser skal skriftligt meddeles til os omgående, så snart de konstateres, og senest 8 dage efter varens modtagelse, eller når installationsarbejdet er færdiggjort. Dette gælder også i tilfælde af hel- eller delløsninger og ved færdiggørelse af arbejdet for øvrige serviceydelser.

7.3 En mangel anses for rettidigt anmeldt, når den er anmeldt inden udløbet af fristen som anført i pkt. 7.2, og der er klare beviser for, at anmeldelsen både er fremsendt skriftligt og modtaget, f.eks. som mail. Når meddelelsen er modtaget, forbeholder vi os ret til at få den rapporterede defekt eller skade verificeret af vores eget personale eller af eksperter, efter vores valg. Kunden kan gratis bede om en rapport, om løsningen af problemet inden for 30 dage efter, at klagen er afsluttet; herefter vil der blive faktureret et gebyr.

7.4 Derimod vil kunder, der gør brug af en logistikløsning, tilbudt af os, ikke være forpligtet til at inspicere varer ved levering.

7.5 Forældelsesfristen gælder også ved mangler ved vores varer og tjenesteydelser.

## 8. Garanti på vores varer

8.1 Vi garanterer kun for produktegenskaber i henhold til relevante produktstandarder som DIN, ISO eller EN. Denne garanti dækker også tilsvarende tekniske leveringsbetingelser og de specifikationer for specialfremstillede varer, som er skriftligt aftalt. Vi foretager visuelle inspektioner, dimensioner, form- og positionstolerancer uden at det er udtrykkeligt og skriftligt aftalt med kunden i henhold til relevante, gældende produktstandarder. For system- og funktionsløsninger garanterer vi udelukkende produktets egenskaber i henhold til respektive performancekrav (f.eks. performance-deklaration, instruktionsmanual osv.).

Medmindre andet er skriftligt aftalt, bliver stikprøveudtagning for standard- og specialfremstillede varer (bulkvarer) udført i henhold til standard ISO 3269. Sæt og samlinger vil blive testet under godkendelsestesten *for fuldstændighed* baseret på standard ISO 2859. Yderligere test for sæt, samlinger og funktionelle elementer vil blive udført i henhold til standarden ISO 2859, forudsat at der er aftalt en specifik inspektionsaftale.

- 8.2 Der er en uundgåelig risiko for efterfølgende brud ved anvendelsen af befæstelseselementer hærde til 360 HV eller mere og elektroletterede befæstelseselementer (især for styrkeklasse 12.9). Denne risiko er dokumenteret i ISO 4042. Vi fralægger os ethvert ansvar, såfremt kunden vælger at købe befæstelseselementer, hvis egenskaber, styrke og fremstillingsproces indebærer en høj risiko for brintskørhed; de omtalte dele er undtaget for ethvert ansvar, som vi måtte have for produktansvar over for kunden, hvad angår produktkvalitet. Sådanne forpligtelser omfatter især, men er ikke begrænset til enhver form for erstatningsansvar, udtrykkelig eller stiltiende garanti, herunder også indirekte garantier eller indeståelse for egnet salgbarhed til et bestemt formål. I det omfang tredjepart (uanset det juridiske grundlag) fremsætter krav mod os, som direkte eller indirekte er et resultat af brintskørhed af befæstelseselementer købt af kunden, skal kunden fuldt ud holde os skadesløs for al tab, ansvar, skader, omkostninger (inklusive retsomkostninger og advokatsalær) og alle udgifter i denne forbindelse gældende fra vores første skriftlige henvendelse.
- 8.3 Egenskaber, som ligger uden for ovennævnte standarder, er da kun ved skriftlig aftale, dækket af garantien. Disse standarder inkluderer også information indeholdt i vores dokumentation, især brochurer, kataloger (herunder E-Shop), bekræftede skriftlige ordrer og tekniske samt øvrige dokumenter. Skift af underleverandør, hvor denne underleverandør opfylder de samme produktstandarder eller leverer varer i henhold til samme specifikationer, udgør ikke en ændring af de kontraktlige varer eller tjenesteydelser.
- 8.4 Vi yder ikke garanti vedrørende varernes egnethed til en type eller anvendelsesområde. Denne regel gælder især for de konstruktionsmæssige sider af applikationsobjektet. Når vi besvarer spørgsmål vedrørende konstruktion og/eller installation, vil vores svar være baseret på oplysninger fra kunden. Vores egne oplysninger er baseret på teoretiske overvejelser eller resultater af test udført på laboratoriet. De skal testes af kunden under faktiske betingelser.
- 8.5 Hvis kunden ønsker at foretage specifikke justeringer af produktet (f.eks. mekanisk ombearbejdning eller overfladebehandlinger af enhver art på produkterne), kan egenskaberne på det originale produkt ændres (f.eks. mekaniske egenskaber, især korrosionsbeskyttelse). Vi afviser derfor enhver reklamation med hensyn til produktets egenskaberne specificeret i punkt 8.1 og 8.2, som er blevet ændret som følge af justeringerne, også selvom de relevante standarder stadig er stemplet på produktet.
- 8.6 Al reklamationsret bortfalder, hvis de aftalte standarder ikke overholdes, eller hvis der foretages ændringer på varerne uden vores udtrykkelige samtykke. Dette gælder især de ovennævnte standarder og eventuelle andre brugsbetingelser specificeret eller skriftligt godkendt af os.
- 8.7 Reklamationsretten udelukker også eventuelle mangler, der kan henvises til normalt slid, ukorrekt vedligeholdelse, forkert behandling eller håndtering, overbelastning og indgreb fra tredjepart.
- 8.8 Hvis vi leverer engineering, teknisk rådgivning, logistik eller andre serviceydelser, garanterer vi kun for funktionerne i henhold til paragraf 8.1 - 8.7 ovenfor. Denne regel gælder også for serviceydelser leveret som led i en hel- eller delløsning.
- 8.9 Hvis nogen af de varer vi leverer, er defekte, forpligter vi os til at levere en erstatning gratis i henhold til garantien.
- 8.10 Uanset punkt 10 fraviges yderligere ansvar for mangler ved levering af varer.

## **9. Reklamation på serviceydelser, garanti på holdbarhed**

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- 9.1 Vi garanterer en omhyggelig håndtering af vores serviceydelser, medmindre andet er skriftligt aftalt – dette betragtes som bindende – vi tilbyder ingen garanti for rigtigheden af de leverede resultater eller deres form. Hvis vi yder yderligere serviceydelser på grundlag af ukorrekte eller ufuldstændige oplysninger leveret af kunden, påtager vi os ingen garanti.
- 9.2 Hvis vi leverer logistikløsninger eller digitale løsninger til vores montageprocesser (montageløsninger), garanterer vi, at det svarer til det bekræftede tilbud. Vi kan ikke garantere, at vores logistikløsninger eller montageløsninger vil køre uden afbrydelser eller fejl. Garantien gælder ikke, hvis driftsbetingelserne ikke overholdes, eller hvis der udføres ændringer. Vi påtager os ej heller et ansvar, hvis vedligeholdelse, reparation eller andet arbejde udføres af en tredjepart, eller hvis der udføres system- eller andre opdateringer, som ikke er godkendt af os, eller som vi ikke har indflydelse på. Ovenstående gælder analogt, hvis vi leverer software som en del af vores logistikløsninger eller montageløsninger.
- 9.3 Hvis der udtrykkeligt ydes garanti for holdbarhed hvad angår vandtæthed eller andre funktioner eller en specifik levetid for komponenter og andre produkter, begynder denne periode ved leveringen. Vores forpligtelse under garantien bortfalder, hvis der opstår skader som følge af forkert installation eller brug af komponenter og andre produkter. Der ydes heller ingen garanti for skader som følge af ekstraordinære krav, f.eks. skader som følge af dårligt vejr eller følger af ustabilitet i undergrunden, især kemiske eller biologiske effekter. Denne ansvarsbegrænsning frafalder kun, hvis der er bevis for, at skaden i det væsentlige er forårsaget af defekte materialer eller komponenter. For installation og brug gælder de tekniske produktbeskrivelser og monteringsvejledninger, der er givet i relation til de respektive komponenter og øvrige produkter, samt de lovligt foreskrevne eller almindeligt anerkendte standarder og principper for konstruktion.
- 9.4 Hvis der er mangler på evt. yderligere serviceydelser, forpligter vi os til at afhjælpe arbejdet under garantien eller garantien for holdbarhed for egen regning
- 9.5 Med hensyn til yderligere serviceydelser (især hvad angår (i) tekniske udtalelser / tekniske rapporter, (ii) testrapporter samt (iii) testrapporter / undersøgelsesrapporter, hvor undersøgelsen blev udført i laboratoriet), er kunden forpligtet til i tilstrækkelig grad at teste, verificere de modtagne resultater, anbefalinger og applikationsinstruktioner til den praktiske brug af produkterne og til at erklære dem som egnede til applikationen eller at frigive dem.
- 9.6 Uanset paragraf 10 er ethvert yderligere ansvar for mangler i tillægsydelser hermed frafaldet.

## 10. Produktansvar

- 10.1 I henhold til vores lovpligtige produktansvar påtager vi os ansvaret for person- og ejendomsskader for vores varer og serviceydelser, hvor sådanne tab direkte kan henføres til defekter i produkterne.
- 10.2 Vores erstatningsansvar for skader, tab og godtgørelser i forbindelse med yderligere serviceydelser (herunder, men ikke begrænset til, udviklings- og ingeniørydelser eller logistikløsninger, der går ud over anvendelsen af de anerkendte teknologiregler) er begrænset til følgende for
- (a) individuelle ordrer op til et maksimum af ordreværdien; og
  - (b) for igangværende ordrer, til maksimalt det beløb, vi har faktureret inden for de seneste 12 måneder pr. år og pr. skade.

Såfremt kunden lider et tab udover ovennævnte, hvad enten det er som følge af brud på omsorgspligten eller på grund af en mangelfuld service eller af anden årsag, som vi er ansvarlige for, er kunden kun berettiget til erstatning, hvis en sådan overtrædelse eller fejl skyldes vores forsætlige forseelse eller grov uagtsomhed.

10.3 **Ansvarsfraskrivelse:** Rapporterne om problemløsning, som er udarbejdet af os vedrørende øvrige serviceydelser, er en foreløbig og udelukkende teknisk rapport baseret på vores aktuelle informations- og viden, med forbehold for yderligere verifikation og fuldstændig information fra kunden om årsager og afhjælpende foranstaltninger. Uden at det berører brugen af vilkår i formularen, fremsætter den ingen udtalelser om kontraktligt eller juridisk ansvar eller erstatningskrav. Den indeholder eller skaber hverken direkte eller indirekte erkendelse af fejl, forpligtelser, ansvar eller andre krav mod os.

10.4 I den udstrækning gældende lovgivning tillader det, sker der en fraskrivelse af al yderligere kontraktligt eller ikke-kontraktligt ansvar, især for direkte og indirekte følgeskader, dette gælder alle vores varer og serviceydelser. Dette gælder særligt omkostninger til nødvendig montering og afmontering samt afbrydelse af aktiviteter. Denne fraskrivelse af ansvar gælder også for vores kontraktlige og ikke-kontraktlige ansvar i tilfælde af skader forårsaget af handlinger eller undladelser fra vores juridiske repræsentanter, medarbejdere og supportpersonale; samme regel gælder endvidere for disse repræsentanters, ansattes og støttefunktioners personlige kontraktlige og ikke-kontraktlige ansvar.

## 11. Kvalitetssikring, kvalitet og testlaboratorier

11.1 Vi har et certificeret kvalitetssikringssystem i henhold til ISO 9001. Derudover har vi også ISO/IEC 17025-akkrediterede kvalitets- og testlaboratorier som vi bruger til kvalitetssikring. Serviceydelser til akkrediteringen leveres kun, hvis disse er skriftligt aftalt af os på det tidspunkt, hvor ordren afgives eller kontrakten underskrives.

11.2 Kvalitets- og testlaboratorierne er upartiske testinstitutter. De drives i henhold til de relevante standarder og udfører deres test og analyser i henhold til de gældende testmetoder eller standarder.

## 12. Annullering, tilbagekaldelse

12.1 En ordre kan kun annulleres når det er udtrykkeligt og skriftligt aftalt og der sker en refusion af vores omkostninger til materiale, løn og andre udgifter.

12.2 Reklamationer som omhandler kvalitet, dimensioner eller mængdeafvigelse på en specifik leverance giver ikke kunden ret til at annullere den resterende del af en ordre.

12.3 Vi er berettiget til at annullere vores leveringsforpligtelser, hvis kundens økonomiske situation er væsentligt forværret eller viser sig at være anderledes, end vi er blevet informeret om.

## 13. Oplysningspligt og sikkerhed

13.1 Kunden er forpligtet til at holde os orienteret om evt. særlige tekniske krav eller juridiske, administrative eller andre bestemmelser eller forhold, der har betydning for leveringen af vores varer eller serviceydelser. Disse oplysninger skal gives omgående og ikke på vores foranledning. Oplysningspligten gælder især, hvis vores varer eller tjenester skal bruges til et evt. farligt eller usædvanligt formål. Sådanne forskrifter, standarder eller omstændigheder skal vi gøres skriftligt bekendt med på eller før datoen for ordreafgivelse eller kontraktindgåelse, medmindre de først er

os i hænde, når vi er i gang med at levere varerne eller serviceydelsen, i dette tilfælde skal kunden underrette os om det omgående.

13.2 Uanset denne oplysningspligt, forbliver kunden ansvarlig for produktsikkerhed og andre sikkerhedsforanstaltninger.

13.3 Ansvar for at sikre overholdelse af generelle og lokale sikkerhedsbestemmelser og for at udstede de rette instruktioner til personalet, påhviler udelukkende kunden.

#### **14. Brug af resultater**

Resultaterne af vores serviceydelser er udelukkende beregnet til kundens brug og information og må ikke videregives til tredjemand eller bruges på anden måde uden vores forudgående skriftlige samtykke. Denne regel gælder især analyser, undersøgelsesresultater, beregninger mv.

#### **15. Eksportkontrol og sanktioner**

Kunden forpligter sig til at overholde de gældende nationale, europæiske, amerikanske og internationale sanktioner og eksportkontrolregler i den videre brug af vareleverancer og andre serviceydelser købt hos os. Dette inkluderer, men er ikke begrænset til, forbuddet mod salg eller eksport af varer til sanktionerede lande, til sanktionerede slutbrugere eller til forbudt slutanvendelse såsom udvikling af våben uden den nødvendige godkendelse i henhold til den gældende lovgivning.

#### **16. Ejendomsret**

15.1 Ophavsret og andre intellektuelle ejendomsrettigheder og beskyttelsesrettigheder, som opstår i forbindelse med vores levering af varer eller tjenesteydelser, skal udelukkende opbevares af os. Disse rettigheder gælder blandt andet vores tegninger, planer, tekniske og øvrige dokumenter, softwareprogrammer og andre løsninger, som er udviklet af os.

15.2 Ikke-overdragelige og ikke-eksklusive brugerrettigheder tildelt kunden udtrykkeligt og skriftligt forbliver forbeholdt.

15.3 Vi er berettiget til i vores arbejde for andre kunder at bruge og videreudvikle al den viden og ekspertise samt erfaring og kompetencer, som vi har erhvervet i forbindelse med levering af vores varer eller ydelser.

#### **17. Fortrolighed**

Parterne skal behandle hinandens forretningsdata, dokumenter og oplysninger, som de har adgang til, og som hverken er almindeligt eller offentligt tilgængeligt, fortroligt. De må ikke stille disse til rådighed for tredjepart, hverken direkte eller indirekte, eller udnytte dem på anden måde. Disse data, dokumenter og oplysninger må kun bruges til at opfylde kontrakten. Med dette in mente skal de kontraherende parter tage alle nødvendige skridt for at forhindre, at disse data videregives til eller udnyttes af tredjepart. Medarbejdere hos parterne skal – medmindre de allerede er bundet af tavshedspligt i henhold til vilkårene i deres ansættelseskontrakt – forpligte sig til at bevare tavsheden omkring data, dokumenter og oplysninger. Forpligtelsen til at opretholde tavshedspligt vil fortsat gælde, selv efter vores kontraktforhold ophører.

#### **18. Datasikkerhed**

Parterne forpligter sig til at overholde de gældende databeskyttelsesregler. For yderligere information henviser vi til vores databeskyttelsespolitik på [www.bossard.com](http://www.bossard.com).

**19. Lovvalg og værneting**

De generelle salgs- og leveringsbetingelser er underlagt dansk lov. Reglerne om lovkonflikter og De Forenede Nationers konvention om kontrakter om internationale køb af varer gælder ikke. København, Danmark er det eneste værneting.

**20. Uadskillelighedsklausul**

Hvis individuelle bestemmelser i disse Salgs- og leveringsbetingelser er eller bliver helt eller delvist ugyldige og/eller sat ud af kraft, forbliver gyldigheden af de resterende bestemmelser eller dele heraf ikke påvirket. De ugyldige og/eller ikke gyldige bestemmelser skal erstattes af bestemmelser, der økonomisk kommer så tæt som muligt på lovmæssigt at opfylde betydningen og formålet med de ugyldige og/eller ineffektive bestemmelser. Det samme gælder, hvis Salgs- og leveringsbetingelserne er ufuldstændige.

**21. Den originale tekst er den gældende**

I tilfælde af afvigelser mellem den engelske version af Salgs- og leveringsbetingelserne og en version på et andet sprog, er den originale engelske tekst altid den gældende.



**General Terms and Conditions of Bossard Denmark A/S****1. Scope, service features**

- 1.1 Bossard Denmark A/S supplies goods and services to its customers exclusively on the basis of the General Terms and Conditions currently enforced. The product range refers especially to the manufacture of components and other products and engineering, technical consulting, logistics and other services. It also includes goods and services supplied as part of a complete or partial solution offered by us.
- 1.2 Our current General Terms and Conditions can be viewed at any time on our website ([www.bossard.com/dk-da/](http://www.bossard.com/dk-da/) → About Us → Download Center → General Terms and Conditions). They shall be included in their entirety in every contract concluded and shall apply for every company in the Bossard Denmark A/S. The General Terms and Conditions shall apply for every business relationship entered into with us.
- 1.3 Any other terms and conditions or specific agreements shall be binding only if agreed in writing.
- 1.4 The customer may then only require us to provide a service that goes beyond the supply of the goods if this has been agreed in writing. It must be noted that responsibility for installation and use of the goods rests with the customer.
- 1.5 If we have issued a written order confirmation or confirmed other contractual documents in writing, these documents will contain an exhaustive list of all goods and services to be supplied.
- 1.6 For the purposes of these General Terms and Conditions, we define “in writing” as meaning a document (including a fax or pdf document) signed by one of the contracting partners. “In writing” is also defined as an e-mail sent by one contracting partner to the other, provided the person acting for the party sending the e-mail can be clearly identified and is authorized to deal with the matter.

**2. Prices and payment for goods and services**

- 2.1 The prices for our goods and services are always shown exclusive of VAT in the relevant currency. This principle applies for all our price lists, order confirmations and other contractual documents.
- The prices for our goods are shown for 100 pieces. We expressly reserve the right to make alternative arrangements subject to appropriate notification. Prices for 1,000 pieces or more apply only to industrial packages or bulk quantities. The minimum order value for goods is DKK 485, an equivalent amount will apply for deliveries in any other currency. A minimum quantity surcharge is added for opened packets. We can provide a quantity discount for goods with a value of at least DKK 1.500 or corresponding amount in any another currency.
- 2.2 We reserve the right to make price adjustments if market conditions change significantly or if resulting from fluctuations in the exchange rate. The prices offered are binding only if and insofar as we have notified the customer of the period for which they are binding.
- 2.3 Our goods are delivered EXW according to Incoterms 2020.
- 2.4 Invoices for our goods and services are payable within 30 days of the invoice date. Payment shall be made net without discount. If payment is delayed an interest charge of DKK 100 (or a corresponding amount in a different currency) will be charged for reminders. Both amounts will be charged without separate notice of default.

Payments billed must be made in the currency specified in our price lists, order confirmations or other contractual documents.

### **3. Brochures, catalogs (including E-Shop), technical and other documents**

3.1 The dimensions and text instructions and diagrams in our documents are without obligation; these include in particular brochures, catalogs (including E-Shop), ordering and technical documentation, as well as other technical information.

3.2 We shall not be liable for the accuracy and completeness of documents delivered to us by the customer (particularly in the case of drawings, material specifications and other documents). Moreover, we are not under any obligation to verify their accuracy and completeness.

3.3 The customer must also ensure that the documents he delivers to us (drawings, material specifications and other documents) do not infringe any third-party rights. If the customer does not comply with this requirement, he must indemnify us against all third-party claims in this respect.

### **4. Deadlines and dates, delivery quantity**

4.1 We shall do our best to comply with the offered and accepted delivery dates and deadlines. These correspond to the available order capacities and material procurement capabilities existing at the time of the order confirmation. Goods deliveries remain subject to the definitive acceptance of the contract by our sub-suppliers.

4.2 The delivery date or deadline starts with the conclusion of the contract, but not before all necessary formalities with regard to the authorities have been fulfilled, payments based on the order have been made and any securities have been provided. The contracting partners must also have clarified all essential technical points before the delivery date starts.

4.3 The agreed delivery dates or deadlines may be reasonably extended or amended, without the Bossard Denmark A/S becoming liable for damages. This rule applies for the following circumstances in particular:

- if information that we require in order to fulfill a contract is not received in due time, or if it is subsequently amended;
- if the customer or a third party (in particular any of our subcontractors) falls behind schedule with supplies of goods or services or is otherwise in default with the fulfillment of contractual obligations;
- if we, the customer or a third party (in particular any of our subcontractors) are affected by obstacles or unforeseen events that cannot be avoided. We define such events as including (but not limited to) the consequences of force majeure, war, international tensions, riots, lack of commodities, breakdowns, epidemics, pandemics, strikes and officially ordered closures of infrastructure and businesses. This list is not exhaustive.

4.4 If the delivery date or deadline is not met and if the reasonable extension (to be defined in the individual case) is exceeded, the customer is entitled to withdraw from an agreement entirely or partially, for as long as the delivery remains unfulfilled. Liability for any downtime and any other damages arising from failure to comply with stipulated delivery dates and quantities is explicitly excluded.

4.5 For prepacked goods sold by quantity, the average value of the goods supplied shall correspond to at least the nominal quantity according to the spot-check procedure. A measurement tolerance of +/- 4% is allowed for deliveries of prepacked goods with a quantity of 100 pieces or more.

4.6 An excess or short delivery of 15% shall be tolerated for items specifically designed to the customer's requirements.

## 5. **Traceability**

Insofar as we are required to ensure the traceability of goods, this shall be done by providing the necessary information on the package label. After delivery of the products to the customer, the customer shall be responsible for ensuring that we can be traced as the supplier.

## 6. **Reservation of title, ownership in connection with logistics**

6.1 The goods shall remain our property until payment is received in full.

6.2 If we develop logistics solutions or supply logistics services and provide boxes, racks and other inventory items for this purpose, these items shall remain our property unless otherwise agreed in writing.

## 7. **Inspection and acceptance obligations and notification of defects**

7.1 Our goods and/or services must be promptly approved and, if appropriate, inspected by the customer to ensure that they comply with the technical specifications and the statutory requirements. The same applies upon completion of one of our complete or partial solutions. Likewise upon the completion of services, the customer must check whether these have been provided in accordance with what has been contractually agreed.

7.2 Any defects with regard to our goods and services must be reported promptly in writing as soon as they discovered, and no later than 8 days of receipt of the goods or completion of the installation work. This rule shall also apply in the case of complete or partial solutions and for completion of work on other services.

7.3 A defect shall be deemed to have been validly reported if the report was sent before expiry of the deadline as stated in clause 7.2 and there is irrefutable evidence that the report was both sent in writing and delivered, for example by the use of registered mail to send the report. Upon receiving the notification we reserve the right to have the reported defect or damage verified by our own staff or by experts of our choice. The customer may request a report on the resolution of the problem free of charge within 30 days after the complaint is closed; reports requested thereafter will be subject to a charge.

7.4 Contrary to the above provisions, any customer that makes use of a logistics solution offered by us is released from the obligation to inspect goods upon delivery through such logistics solution.

7.5 The statute of limitations shall apply in addition for defects in our goods and services.

## 8. **Warranty for our goods**

8.1 We shall only warrant the product features in accordance with the relevant product standards such as DIN, ISO or EN. This warranty also covers the corresponding technical terms of delivery and for the specifications agreed in writing for customized parts. We assess visual inspections, dimensions, shape and position tolerances without any explicit written information from the customer in accordance with the relevant product standards customary in the industry. For system and functional solutions, we warrant exclusively the product properties in accordance with the respective performance requirements (e.g. declaration of performance, instruction manual, etc.).

Unless otherwise agreed in writing the reference for random sampling for standard and customized products (bulk goods) is standard ISO 3269,. Sets and assemblies will be tested during the acceptance testing *for completeness* based on standard ISO 2859. *Further tests* for sets, assemblies and functional elements will be performed based on the standard ISO 2859, provided that there is a specific test agreement in place.

- 8.2 There is inherent risk of delayed catastrophic failure involved in using fasteners hardened to 360 HV and above and electroplated fasteners (especially with strength class 12.9). International standard ISO 4042 makes specific reference to this risk. If the customer selects and purchases fasteners whose properties, strength and manufacturing process involve a high risk of hydrogen embrittlement, then this risk shall be assumed entirely by the customer; we shall therefore be absolved of all liability for this, including all our liabilities towards the customer with regard to product quality. Such liabilities include in particular, but are not limited to, compensation for damages and express or implied warranties, including warranties for market conformity or suitability for a particular purpose. To the extent third parties (irrespective of the legal grounds) assert claims against us resulting directly or indirectly from hydrogen embrittlement of fasteners purchased by customer, the customer shall fully indemnify, hold harmless us against all losses, liabilities, damages, costs (including court costs and lawyers' fees) and all expenses in connection therewith upon our first written request.
- 8.3 Properties which are outside the above-mentioned standards shall then only be covered by the warranty if agreed in writing. These standards also include information contained in our documentation, in particular brochures, catalogs (including E-Shop), confirmed written orders, and in technical and other documents. Any change of sub-supplier, where this sub-supplier fulfils the same product standards or supplies goods according to the same specifications, does not constitute a change to the contractual goods or services.
- 8.4 We offer no guarantee regarding the suitability of the goods for a type or area of use. This rule applies in particular for the constructive aspects of the application object. When responding to questions relating to construction and/or installation, our answers will be based on the information provided by the customer. Our own information is based on theoretical considerations or the results of tests carried out under laboratory conditions. They must be tested by the customer under actual conditions of use.
- 8.5 If the customer wishes to make specific adjustments to the product (e.g. mechanical reworking or surface treatments of any kind on the products), the properties on the original product may change (e.g. mechanical properties, in particular corrosion protection). We therefore exclude any warranty with regard to the product properties specified in clauses 8.1 and 8.2 which were changed as a result of the adjustments, even if the relevant standards are still stamped on the product.
- 8.6 Any obligation of warranty shall be voided if the agreed standards are not observed or if changes are made to the goods without our express consent. This means in particular the above-mentioned standards and any other conditions of use specified or approved in writing by us.
- 8.7 The warranty further excludes any defects attributable to normal wear and tear, improper maintenance, incorrect treatment or handling, overstressing and intervention by third parties.

- 8.8 If we supply engineering, technical consulting, logistics or other services, with regard to the goods we guarantee only the features in accordance with clause 8.1 - 8.7 above. This rule also applies for services provided as part of a total or partial solution.
- 8.9 If any goods we supply are defective we undertake to deliver a replacement free of charge under the guarantee.
- 8.10 Notwithstanding clause 10, all further liabilities for defects for deliveries of goods are hereby excluded.

## **9. Warranty for our services, guarantee of durability**

- 9.1 We warrant a careful execution of our services. In the absence of any other written agreement – which must be defined by us as binding – we offer no guarantee for the correctness of the delivered results or their interpretation. If we provide further services on the basis of incorrect or incomplete information provided by the customer, we shall not assume any warranty.
- 9.2 If we provide logistics solutions or digital solutions for our assembly processes (assembly solutions), we warrant that it will correspond to the confirmed offer. We cannot warrant that our logistics solutions or assembly solutions will run without interruptions or errors. Any warranty shall be excluded if the operating conditions are not observed or if modifications are carried out. Also, we not accept any responsibility if maintenance, repair or other work is carried out by a third party or if system or other updates are carried out which have not been authorized by us or over which we have no influence. The foregoing applies by analogy if we provide software as part of our logistics solutions or assembly solutions.
- 9.3 If any guarantee of durability with regard to watertightness or other features or a specific lifetime for components and other products is expressly provided, this period shall commence upon delivery. Our obligation under the warranty shall lapse if damage is incurred as a result of incorrect installation or use of the components and other products. Furthermore, no guarantee is provided for damage resulting from exceptional demands, e.g. damage due to bad weather or the effects of instability in the subsoil, in particular chemical or biological effects. This restriction of liability shall be waived only if there is evidence that the damage was essentially caused by faulty materials or components. For installation and use, the technical product descriptions and installation instructions supplied in relation to the respective components and other products and the legally prescribed or generally acknowledged standards and principles of architecture shall apply.
- 9.4 If any additional services are defective, we undertake to rectify the work under the guarantee or the guarantee of durability at our own expense.
- 9.5 With regard to the further services (in particular with regard to (i) technical opinions / technical reports, (ii) test reports, as well as (iii) test reports / investigation reports, whereby the investigation was carried out in the laboratory), the customer is obliged to sufficiently test, verify the results, recommendations and application instructions received for the practical use of the products and to declare them as suitable for the application respectively to release them.
- 9.6 Notwithstanding clause 10, all further liabilities for defects in additional services are hereby excluded.

**10. Liability for damages**

10.1 Within the scope of our statutory product liability, we accept liability for personal injury and property damages with regard to our goods and services, where such losses are directly attributable to defects in the products.

10.2 Our liability for damages, losses and indemnities in connection with further services rendered (including, but not limited to, development and engineering services or logistics solutions which go beyond the application of the recognised rules of technology) shall be limited to the following for

(a) individual orders up to a maximum of the order value; and

(b) for standing orders, to a maximum of the amount invoiced by us in the last 12 months per year and per claim.

If the customer suffers a loss in addition to the above, whether as a result of a breach of duty of care or due to a faulty further service or for any other reason for which we are responsible, the customer shall only be entitled to damages if such breach or fault is due to our willful misconduct or gross negligence.

10.3 **Exclusion of liability:** The reports on the problem solution prepared by us within the scope of the further services are a provisional, exclusively technical statement based on our current state of information and knowledge, subject to further verification and complete information by the customer on causes and remedial measures. Without prejudice to the use of terms in the form, it does not make any statements on contractual or legal liability or compensation claims. It does not contain or create, directly or indirectly, any acknowledgement of fault, obligation, liability or any other claim against us.

10.4 To the extent permitted by applicable laws, any further contractual or non-contractual liability, particularly for direct and indirect consequential damages, is expressly excluded with regard to all of our goods and services. This also applies in particular for costs of necessary installation and removal and interruption of operations. This exclusion from liability also applies for our contractual and non-contractual liability in the case of damages caused by the actions or omissions of our legal representatives, employees and support staff; the same rule furthermore applies for the personal contractual and non-contractual liability of these representatives, employees and support staff.

**11. Quality assurance, quality and test laboratories**

11.1 We operate a certified quality assurance system according to ISO 9001. In addition we also have ISO/IEC 17025-accredited quality and test laboratories for the purposes of quality assurance. Services within the scope of the accreditation are supplied only if these have been agreed by us in writing by the time the order is placed or the contract awarded.

11.2 The quality and test laboratories are impartial testing institute. They are operated according to the relevant standards and carry out their tests and analyses according to the applicable testing methods or standards.

**12. Cancellation, withdrawal**

12.1 An order may only be canceled subject to our express, written agreement and reimbursement of our costs for material, wages and other expenses.

12.2 Complaints with regard to quality, dimensions or quantity deviations of a specific delivery shall not entitle the customer to cancel the remainder of an order.

12.3 We shall be entitled to withdraw from delivery obligations if the customer's financial situation has deteriorated substantially or turns out to be other than has been presented to us.

### **13. Obligation to inform and safety**

13.1 The customer is obliged to notify us of any particular technical requirements, or legal, administrative or other regulations or other circumstances that are significant for the supply of our goods or services. It must be emphasized that such information is to be supplied promptly and without being requested by us. The obligation to inform shall apply especially if our goods or services are to be used for any hazardous or unusual purpose. Such regulations, standards or circumstances must be brought to our attention in writing on or before the date when the order is placed or the contract awarded, unless they do not come to light until we are in the process of delivering the goods or supplying the services, in which case the customer shall notify us of them immediately.

13.2 Notwithstanding this obligation to inform, the customer shall remain responsible for product safety and other safety measures.

13.3 Responsibility for ensuring compliance with general and local safety regulations and for issuing appropriate instructions to staff rests entirely with the customer.

### **14. Using the results**

The results of our services are intended for the sole use and information of the customer and may not be forwarded to third parties or put to another use without our prior written consent. This rule relates in particular to analyses, investigation results, calculations, etc.

### **15. Export controls and sanctions**

The customer undertakes to comply with the applicable national, European, US and international sanctions and export control regulations in the further use of goods deliveries and other services purchased from us. This includes, but is not limited to, the prohibition of the sale or export of goods to sanctioned countries, to sanctioned end-users or for prohibited end-uses such as the development of armaments without the necessary approval under the applicable legislation.

### **16. Industrial property rights**

15.1 Copyright and other intellectual property rights and rights of protection, which arise in connection with our supplies of goods or services, shall be retained exclusively by us. These rights cover, among other things, our drawings, plans, technical and other documents, software programs and other solutions developed by us.

15.2 Non-transferable and non-exclusive rights of use granted to the customer expressly and in writing shall remain reserved.

15.3 We are entitled to use and to develop further, in our work for other customers, any generally exploitable knowledge and expertise, as well as experience and skills, which we have acquired in the course of supplying our goods or services.

### **17. Secrecy**

Each contracting partner shall treat confidentially the other's business data, documents and information to which he has access, and which are neither generally accessible nor in the public domain. He may not make these available to third par-

ties, either directly or indirectly, or exploit them in other ways. Such data, documents and information may be used only for the purposes of fulfilling the contract. With this in mind the contracting partners must take all necessary steps to prevent this data being passed to or exploited by third parties. Employees of the contracting partners – unless already bound to secrecy by the terms of their employment contract – must undertake to preserve the secrecy of the data, documents and information. The obligation to maintain secrecy shall continue to apply even after our contractual relationship comes to an end.

**18. Data Privacy**

Each contracting party undertakes to comply with the applicable data protection regulations. For further information, we refer to our data privacy policy on [www.bossard.com](http://www.bossard.com).

**19. Applicable law, jurisdiction**

These General Terms and Conditions are governed by Danish law. The rules governing conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods are excluded. Copenhagen, Denmark shall be the sole place of jurisdiction.

**20. Severability clause**

If any individual provisions of these General Terms and Conditions are or become completely or partially void and/or ineffective, the validity of the remaining provisions or parts thereof shall remain unaffected. The invalid and/or ineffective provisions shall be replaced by provisions that come as close as possible economically to fulfilling with legal effect the meaning and purpose of the invalid and/or ineffective provisions. The same shall apply if these General Terms and Conditions are incomplete.

**21. Binding nature of the original text**

In the event of deviations between the English version of the General Terms and Conditions and a version in another language, the original english text shall apply in all cases.



**General Terms and Conditions of Bossard Denmark A/S****1. Scope, service features**

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- 1.2 Our current General Terms and Conditions can be viewed at any time on our website ([www.bossard.com/dk-da/](http://www.bossard.com/dk-da/) → About Us → Download Center → General Terms and Conditions). They shall be included in their entirety in every contract concluded and shall apply for every company in the Bossard Denmark A/S. The General Terms and Conditions shall apply for every business relationship entered into with us.
- 1.3 Any other terms and conditions or specific agreements shall be binding only if agreed in writing.
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- if we, the customer or a third party (in particular any of our subcontractors) are affected by obstacles or unforeseen events that cannot be avoided. We define such events as including (but not limited to) the consequences of force majeure, war, international tensions, riots, lack of commodities, breakdowns, epidemics, pandemics, strikes and officially ordered closures of infrastructure and businesses. This list is not exhaustive.

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- 8.3 Properties which are outside the above-mentioned standards shall then only be covered by the warranty if agreed in writing. These standards also include information contained in our documentation, in particular brochures, catalogs (including E-Shop), confirmed written orders, and in technical and other documents. Any change of sub-supplier, where this sub-supplier fulfils the same product standards or supplies goods according to the same specifications, does not constitute a change to the contractual goods or services.
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- 8.5 If the customer wishes to make specific adjustments to the product (e.g. mechanical reworking or surface treatments of any kind on the products), the properties on the original product may change (e.g. mechanical properties, in particular corrosion protection). We therefore exclude any warranty with regard to the product properties specified in clauses 8.1 and 8.2 which were changed as a result of the adjustments, even if the relevant standards are still stamped on the product.
- 8.6 Any obligation of warranty shall be voided if the agreed standards are not observed or if changes are made to the goods without our express consent. This means in particular the above-mentioned standards and any other conditions of use specified or approved in writing by us.
- 8.7 The warranty further excludes any defects attributable to normal wear and tear, improper maintenance, incorrect treatment or handling, overstressing and intervention by third parties.

- 8.8 If we supply engineering, technical consulting, logistics or other services, with regard to the goods we guarantee only the features in accordance with clause 8.1 - 8.7 above. This rule also applies for services provided as part of a total or partial solution.
- 8.9 If any goods we supply are defective we undertake to deliver a replacement free of charge under the guarantee.
- 8.10 Notwithstanding clause 10, all further liabilities for defects for deliveries of goods are hereby excluded.

## **9. Warranty for our services, guarantee of durability**

- 9.1 We warrant a careful execution of our services. In the absence of any other written agreement – which must be defined by us as binding – we offer no guarantee for the correctness of the delivered results or their interpretation. If we provide further services on the basis of incorrect or incomplete information provided by the customer, we shall not assume any warranty.
- 9.2 If we provide logistics solutions or digital solutions for our assembly processes (assembly solutions), we warrant that it will correspond to the confirmed offer. We cannot warrant that our logistics solutions or assembly solutions will run without interruptions or errors. Any warranty shall be excluded if the operating conditions are not observed or if modifications are carried out. Also, we do not accept any responsibility if maintenance, repair or other work is carried out by a third party or if system or other updates are carried out which have not been authorized by us or over which we have no influence. The foregoing applies by analogy if we provide software as part of our logistics solutions or assembly solutions.
- 9.3 If any guarantee of durability with regard to watertightness or other features or a specific lifetime for components and other products is expressly provided, this period shall commence upon delivery. Our obligation under the warranty shall lapse if damage is incurred as a result of incorrect installation or use of the components and other products. Furthermore, no guarantee is provided for damage resulting from exceptional demands, e.g. damage due to bad weather or the effects of instability in the subsoil, in particular chemical or biological effects. This restriction of liability shall be waived only if there is evidence that the damage was essentially caused by faulty materials or components. For installation and use, the technical product descriptions and installation instructions supplied in relation to the respective components and other products and the legally prescribed or generally acknowledged standards and principles of architecture shall apply.
- 9.4 If any additional services are defective, we undertake to rectify the work under the guarantee or the guarantee of durability at our own expense.
- 9.5 With regard to the further services (in particular with regard to (i) technical opinions / technical reports, (ii) test reports, as well as (iii) test reports / investigation reports, whereby the investigation was carried out in the laboratory), the customer is obliged to sufficiently test, verify the results, recommendations and application instructions received for the practical use of the products and to declare them as suitable for the application respectively to release them.
- 9.6 Notwithstanding clause 10, all further liabilities for defects in additional services are hereby excluded.

**10. Liability for damages**

10.1 Within the scope of our statutory product liability, we accept liability for personal injury and property damages with regard to our goods and services, where such losses are directly attributable to defects in the products.

10.2 Our liability for damages, losses and indemnities in connection with further services rendered (including, but not limited to, development and engineering services or logistics solutions which go beyond the application of the recognised rules of technology) shall be limited to the following for

(a) individual orders up to a maximum of the order value; and

(b) for standing orders, to a maximum of the amount invoiced by us in the last 12 months per year and per claim.

If the customer suffers a loss in addition to the above, whether as a result of a breach of duty of care or due to a faulty further service or for any other reason for which we are responsible, the customer shall only be entitled to damages if such breach or fault is due to our willful misconduct or gross negligence.

10.3 **Exclusion of liability:** The reports on the problem solution prepared by us within the scope of the further services are a provisional, exclusively technical statement based on our current state of information and knowledge, subject to further verification and complete information by the customer on causes and remedial measures. Without prejudice to the use of terms in the form, it does not make any statements on contractual or legal liability or compensation claims. It does not contain or create, directly or indirectly, any acknowledgement of fault, obligation, liability or any other claim against us.

10.4 To the extent permitted by applicable laws, any further contractual or non-contractual liability, particularly for direct and indirect consequential damages, is expressly excluded with regard to all of our goods and services. This also applies in particular for costs of necessary installation and removal and interruption of operations. This exclusion from liability also applies for our contractual and non-contractual liability in the case of damages caused by the actions or omissions of our legal representatives, employees and support staff; the same rule furthermore applies for the personal contractual and non-contractual liability of these representatives, employees and support staff.

**11. Quality assurance, quality and test laboratories**

11.1 We operate a certified quality assurance system according to ISO 9001. In addition we also have ISO/IEC 17025-accredited quality and test laboratories for the purposes of quality assurance. Services within the scope of the accreditation are supplied only if these have been agreed by us in writing by the time the order is placed or the contract awarded.

11.2 The quality and test laboratories are impartial testing institute. They are operated according to the relevant standards and carry out their tests and analyses according to the applicable testing methods or standards.

**12. Cancellation, withdrawal**

12.1 An order may only be canceled subject to our express, written agreement and reimbursement of our costs for material, wages and other expenses.

12.2 Complaints with regard to quality, dimensions or quantity deviations of a specific delivery shall not entitle the customer to cancel the remainder of an order.

12.3 We shall be entitled to withdraw from delivery obligations if the customer's financial situation has deteriorated substantially or turns out to be other than has been presented to us.

### **13. Obligation to inform and safety**

13.1 The customer is obliged to notify us of any particular technical requirements, or legal, administrative or other regulations or other circumstances that are significant for the supply of our goods or services. It must be emphasized that such information is to be supplied promptly and without being requested by us. The obligation to inform shall apply especially if our goods or services are to be used for any hazardous or unusual purpose. Such regulations, standards or circumstances must be brought to our attention in writing on or before the date when the order is placed or the contract awarded, unless they do not come to light until we are in the process of delivering the goods or supplying the services, in which case the customer shall notify us of them immediately.

13.2 Notwithstanding this obligation to inform, the customer shall remain responsible for product safety and other safety measures.

13.3 Responsibility for ensuring compliance with general and local safety regulations and for issuing appropriate instructions to staff rests entirely with the customer.

### **14. Using the results**

The results of our services are intended for the sole use and information of the customer and may not be forwarded to third parties or put to another use without our prior written consent. This rule relates in particular to analyses, investigation results, calculations, etc.

### **15. Export controls and sanctions**

The customer undertakes to comply with the applicable national, European, US and international sanctions and export control regulations in the further use of goods deliveries and other services purchased from us. This includes, but is not limited to, the prohibition of the sale or export of goods to sanctioned countries, to sanctioned end-users or for prohibited end-uses such as the development of armaments without the necessary approval under the applicable legislation.

### **16. Industrial property rights**

15.1 Copyright and other intellectual property rights and rights of protection, which arise in connection with our supplies of goods or services, shall be retained exclusively by us. These rights cover, among other things, our drawings, plans, technical and other documents, software programs and other solutions developed by us.

15.2 Non-transferable and non-exclusive rights of use granted to the customer expressly and in writing shall remain reserved.

15.3 We are entitled to use and to develop further, in our work for other customers, any generally exploitable knowledge and expertise, as well as experience and skills, which we have acquired in the course of supplying our goods or services.

### **17. Secrecy**

Each contracting partner shall treat confidentially the other's business data, documents and information to which he has access, and which are neither generally accessible nor in the public domain. He may not make these available to third par-

ties, either directly or indirectly, or exploit them in other ways. Such data, documents and information may be used only for the purposes of fulfilling the contract. With this in mind the contracting partners must take all necessary steps to prevent this data being passed to or exploited by third parties. Employees of the contracting partners – unless already bound to secrecy by the terms of their employment contract – must undertake to preserve the secrecy of the data, documents and information. The obligation to maintain secrecy shall continue to apply even after our contractual relationship comes to an end.

**18. Data Privacy**

Each contracting party undertakes to comply with the applicable data protection regulations. For further information, we refer to our data privacy policy on [www.bossard.com](http://www.bossard.com).

**19. Applicable law, jurisdiction**

These General Terms and Conditions are governed by Danish law. The rules governing conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods are excluded. Copenhagen, Denmark shall be the sole place of jurisdiction.

**20. Severability clause**

If any individual provisions of these General Terms and Conditions are or become completely or partially void and/or ineffective, the validity of the remaining provisions or parts thereof shall remain unaffected. The invalid and/or ineffective provisions shall be replaced by provisions that come as close as possible economically to fulfilling with legal effect the meaning and purpose of the invalid and/or ineffective provisions. The same shall apply if these General Terms and Conditions are incomplete.

**21. Binding nature of the original text**

In the event of deviations between the English version of the General Terms and Conditions and a version in another language, the original english text shall apply in all cases.