

## Terms and Conditions of Sale and Delivery

These Terms and Conditions of Sale and Delivery of Mekoprint A/S (hereinafter referred to as "Mekoprint") shall apply to all sales of goods from Mekoprint unless expressly deviated from or modified by a separate written agreement.

Any special or general terms and conditions stated by the Purchaser in tender documents, orders, acceptances, purchase terms, etc., shall not be binding and shall not constitute a deviation from these terms unless expressly accepted in writing by Mekoprint.

### **1.0. Offers, Acceptance, and Order Confirmations**

1.1. Unless otherwise stated, any offer made by Mekoprint is only binding if accepted within 30 days of the date of the offer.

1.2. If the order confirmation deviates from the Purchaser's order through additions, limitations, or reservations, and the Purchaser does not accept such changes, the Purchaser must notify Mekoprint in writing within eight (8) days. Otherwise, the order confirmation from Mekoprint shall prevail.

### **2.0. Transfer of Risk**

2.1. The risk passes to the Purchaser upon delivery of the goods. Delivery is ex works from Mekoprint's warehouse, in accordance with Incoterms 2020. If shipment is made via a third-party carrier, delivery is deemed to occur upon handover to the carrier.

2.2. If delivery cannot be completed due to circumstances attributable to the Purchaser, the goods shall be stored at the Purchaser's expense and risk at Mekoprint's premises. Mekoprint is entitled to charge storage fees and recover related costs.

### **3.0. Delivery Time and Delay**

3.1. Any delivery time stated by Mekoprint is estimated to be the best of its judgment and is not binding unless specifically confirmed as fixed.

3.2. Mekoprint is entitled to postpone the delivery date if necessitated by circumstances beyond its control, cf. Section 4.0 on force majeure.

3.3. If the delivery time is significantly increased, the Purchaser is entitled to cancel the purchase, unless the delay is due to force majeure. In the event of material delay, the Purchaser may claim compensation only if it can be documented that the delay is due to gross negligence on the part of Mekoprint.

### **4.0. Force Majeure**

4.1. The following events shall release Mekoprint from liability if they occur after the contract is entered into and prevent or delay its fulfilment:

Labor disputes, strikes, lockouts, and any other circumstances beyond the control of the parties, including fire, war, mobilization, unforeseen military call-ups, sabotage, requisition, confiscation, currency restrictions, import/export bans, riots, civil unrest, shortage of materials, general scarcity of goods, restrictions on energy supply, and defects or delays in deliveries from subcontractors caused by any such circumstance.

4.2. In such cases, Mekoprint may postpone delivery or, by written notice to the Purchaser, cancel the agreement as a whole or in part without liability.

## **5.0. Claims and Defects**

5.1. Upon receipt, the Purchaser must immediately inspect the goods for any defects. Any claim must be made in writing without undue delay, specifying the nature of the defect. If the complaint is not made in a timely manner, the Purchaser forfeits the right to make a claim.

5.2. Any claim, regardless of nature, must be submitted within 12 months of the date of delivery. Claims made thereafter are invalid.

5.3. For a period of six (6) consecutive months following delivery, Mekoprint undertakes, at its discretion, to either replace or repair goods proven to be defective due to faulty design, materials, or workmanship.

5.4. Remedial obligations do not apply if the defect is due to lack of maintenance, misuse, excessive use beyond agreed conditions, unauthorized alterations or interventions, or extraordinary environmental factors.

5.5. The defective goods must be returned to Mekoprint, and shipping costs are borne by the Purchaser. Costs for installation or dismantling are not covered.

5.6. If the Purchaser can carry out the remedy on-site, Mekoprint's obligation is fulfilled by sending a repaired or replacement part at Mekoprint's expense and risk.

5.7. Mekoprint provides the same warranty for repaired or replaced parts as for the original delivery, but not beyond 12 months from the original delivery date.

5.8. Mekoprint has no liability for defects beyond what is specified herein. The Purchaser may not cancel, claim damages, or invoke other remedies. Mekoprint expressly disclaims liability for any indirect loss, including loss of operations, time, or profits.

5.9. Mekoprint reserves the right to deliver up to 10% more or less than the quantity ordered.

## **6.0. Product Liability**

6.1. Mekoprint is liable for personal injury caused by its products only if it is proven that the injury was due to errors or negligence on the part of Mekoprint.

6.2. Mekoprint is not liable for damage to property or movable goods.

6.3. Under no circumstances is Mekoprint liable for operating losses, loss of profit, or other indirect or consequential losses.

6.4. Should Mekoprint incur liability to third parties under product liability laws or general tort laws beyond the limitations outlined above, the Purchaser must indemnify Mekoprint. The Purchaser is also required to be a party to any legal proceedings involving Mekoprint regarding such claims.

6.5. If a third party brings a claim against one of the parties, that party must immediately notify the other.

## **7.0. Prices**

7.1. All prices are ex works Mekoprint's warehouse. Freight, insurance, etc., are payable by the Purchaser.

## **8.0. Payment**

8.1. Payment terms are as specified on the invoice.

8.2. If payment is not made on time, interest accrues from the invoice date at a rate of 1.5% per commenced month.

## **9.0. Retention of Title**

9.1. Title to the goods remains with Mekoprint until full payment, including interest and any applicable fees, has been received.

## **10.0. Purchaser's Cancellation of Orders**

10.1. For certain product categories, the Purchaser may, under specific conditions and subject to a fee, cancel or postpone delivery, provided a prior written agreement has been made with Mekoprint.

## **11.0. Catalogs, Descriptions, etc.**

11.1. Any data regarding weight, dimensions, capacity, or technical specifications found in catalogs, brochures, advertisements, websites, etc., are for guidance only and binding only if explicitly referenced in the offer or order confirmation.

## **12.0. Purchaser's Specific Requirements**

12.1. Any specific requirements from the Purchaser are binding only if confirmed in writing by Mekoprint.

## **13.0. Purchaser's Financial Standing**

13.1. If the Purchaser fails to comply with the agreed payment terms for prior deliveries, or if circumstances arise that cause doubt about the Purchaser's solvency, Mekoprint is entitled to cancel outstanding orders.

## **14.0. Governing Law and Jurisdiction**

14.1. All disputes between Mekoprint and the Purchaser shall be governed by Danish law.

14.2. Mekoprint may choose to have disputes settled either by the District Court of Aalborg or by arbitration in accordance with the Rules of the Danish Institute of Arbitration. Notwithstanding the above, Mekoprint may also choose to initiate legal proceedings at the Purchaser's local court.