

Unless otherwise agreed in writing between the parties these terms and conditions shall apply to all sales from FabricAir A/S, hereinafter referred to as FabricAir. The terms and conditions are supplements of any offer and order confirmation. In case of discrepancies, these present terms of sale and deliver take precedence of buyer's terms and conditions of purchase.

## **1. Prices – Offer – Order Confirmation**

Unless otherwise expressly stated the offer from FabricAir will remain in force for three (3) months date of offer. Only written offers are binding. Upon buyer's placing of orders FabricAir prepares and forwards an order confirmation. Only products and services comprised by the order confirmation are included.

Unless otherwise expressly stated the prices from FabricAir are in the Danish currency exclusive of VAT and any other government duties.

## **2. Delivery – Terms of Delivery**

Unless otherwise expressly stated, offers from FabricAir are based on delivery EX WORKS FabricAir Herfølge. Unless otherwise agreed in writing at the placing of the order, FabricAir will arrange standard dispatch for the buyer's account to the buyer's delivery address. The dispatch is carried out with the delivery term DAP cf. INCOTERMS 2020 and is invoiced with the goods. If dispatch is carried out with the delivery terms DAP, FabricAir arranges transport insurance for all goods to buyer's delivery address.

Agreed delivery times are to be considered approximate and the goods are considered delivered on time upon delivery to carrier within seven (7) days before or seven (7) days after the stated time of delivery. FabricAir is not liable for deliveries delayed in whole or in part due to workers' incapacities for work, war, riots, civil unrest, government intervention, fire, strike, lockout, export and/or import embargo or any other cause outside FabricAir' control, suited to delay or prevent delivery of the goods. In case of delivery obstacles of the abovementioned kinds, which are expected to last longer than three (3) months, FabricAir is entitled to cancel offers and concluded agreements without this being considered a breach of contract.

If, after a period of thirty (30) days, the goods have not been collected by the buyer on time, FabricAir shall be entitled to either demand payment of the order amount or retire from the agreement. Under both circumstances FabricAir reserves the right to claim damages.

Alterations, supplements or inaccuracies in the specifications submitted by the buyer may cause delay in the time of delivery.

## **3. Cancellation/Alteration of Orders**

Buyer is liable to check FabricAir' order confirmation immediately upon receipt. Any alterations or cancellations must be forwarded to FabricAir in writing immediately and at the very latest forty eight (48) hours after receipt of order confirmation. Orders with a delivery time shorter than one (1) week are treated at special terms. Cancellations or alterations entitle FabricAir to the following invoicing:

Orders with a delivery time of more than 1 week:

a. Alt./can. informed within 48 hours from receipt of order confirmation	Free of charge
b. Alt./can. later than 48 hours from receipt of order confirmation, but more than 3 weeks before delivery	Lost time and materials – Min. 10% of total invoice value
c. Alt./can. later than 48 hours from receipt of order confirmation, but more than 1 week and less than 3 weeks before delivery	Lost time and materials – Min. 30% of total invoice value
d. Alt./can. later than 48 hours from receipt of order confirmation, and less than 1 week before delivery	Lost time and materials – Min. 50% of total invoice value

Orders with a delivery time of less than 1 week:

Cancellation of orders with a delivery time shorter than one (1) week result in 100% invoicing. Alterations are invoiced with the sales value of the time spent and materials lost – however minimum 50% of total invoice value.

#### 4. Terms of Payment

The payment of the goods must be full settlement in the currency agreed and must reach FabricAir at the very latest on the due date stated. In case of payment after due date, a default interest of 2% is charged per month commenced after maturity. All costs in connection with collection of debts and/or collection charges shall be paid by the buyer. The buyer is not entitled to withhold payment or effect a set-off.

#### 5. Ownership/Sales Security

The delivery including accessories remains the property of FabricAir or any third party to whom FabricAir has transferred the right, until the total invoice value including interest and charges has been indemnified to FabricAir or any third party to whom FabricAir has transferred the right.

#### 6. Liability for Defects

The buyer shall examine and test each delivery thoroughly immediately upon receipt and at the very latest eight (8) days after receipt. Buyer can only invoke any defects of the products supplied, if a written complaint has reached FabricAir at the very latest fourteen (14) days after receipt of the goods. Goods accepted defective by FabricAir are returned for the account of FabricAir to an address submitted by FabricAir. On timely, just complaints FabricAir is only liable for either an early, faultless replacement delivery or a remedy of the defect at FabricAir's own discretion. Complaints caused by reservations of a sub supplier shall be forwarded to said party immediately with a reasonable time to evaluate the complaint.

FabricAir will never be liable for the buyer's direct or indirect losses including production losses, provisional solutions, inconveniences, loss of profit etc.

The suitability of the goods delivered to the buyer's purpose is of no concern to FabricAir, unless otherwise expressly guaranteed by FabricAir.

## 7. Return of Goods

Return of goods for credit shall only take place upon prior written agreement with FabricAir. Invoice date and cause of return must be informed. The goods must be in original, undamaged packing without inscriptions. Products accepted by FabricAir as return goods will be credited according to the below. FabricAir will not credit freight charges.

a. Textile systems and other products manufactured on order	Are not returnable
b. Suspension materials and other standard products returned no later than 4 weeks from date of invoice	Credited at the sales price less 20%
c. Suspension materials and other standard products no later than 4 weeks, but before 3 months from date of invoice	Credited at the sales price less 50%
d. Products returned more than 3 months from date of invoice	Are not returnable

## 8. Business and Product Liability

FabricAir only accepts liability for any personal injury or damage to real property or chattels personal due to defects or errors in products delivered to the extent that liability is assigned to FabricAir in accordance with invariable legislation.

FabricAir shall never be liable for operating losses, loss of time, loss of profit and similar indirect losses. As to the mutual relations between buyer and FabricAir before any third party, buyer shall indemnify FabricAir for any amount such as costs, damages, interest or other costs, which FabricAir may be held liable to pay in connection with product defects, which fully or partly can be ascribed to buyer's affairs.

## 9. Warranty

Products are warranted for a period of twelve (12) months following the date of delivery. The warranty covers production and material defects. Application and maintenance of all FabricAir' products must be carried out in accordance with FabricAir' stated installation, application and maintenance guidelines. If the products are not treated according to these FabricAir is exempt from liability, and any warranty becomes void. FabricAir gives specific recommendations for an optimum choice of filters and choice of ventilator and control type. If the buyer chooses to disregard these recommendations the warranty becomes void.

## 10. Copyright

Drawings, calculations, trademarks etc. remain the property of FabricAir. The buyer only acquires the right to use the product. Buyer shall pay damages to FabricAir in case of infringement of a copyright, especially if buyer has given others, or he himself has taken, the opportunity to commercial copying of the product with the intent to use, sell or otherwise commercially exploit the product.

## 11. Force Majeure

FabricAir will be exempt from liability in case of force majeure or if government regulations make it impossible to fulfil the delivery.

## 12. Reservations

FabricAir reserves the right to alter the specifications and prices of the products without prior notice. FabricAir make reservations subject to printer's errors in FabricAir' catalogues, brochures, advertisements and other marketing materials. FabricAir reserves the right to transfer all rights relating to this agreement to any third party for either possession or security.

## 13. Legal Venue

Any dispute relating to the agreement to be settled by the Maritime and Commercial Court in Copenhagen, alternatively the Court of Køge, unless FabricAir chooses to bring an action against buyer at his usual legal venue. This contract shall solely be subject to Danish law.