

November 2021

## **1. In general**

1.1 The following sales and delivery conditions are mandatory and apply before Buyers possible procurement conditions unless there is another written agreement between the parties.

## **2. Prices**

2.1 All prices quoted are exclusive of packaging, freight, handling, VAT, taxes, and other charges.

2.2 The delivery is invoiced at the applicable price as stated in the order confirmation.

## **3. Payment**

3.1 in-system payment terms are cash on delivery unless otherwise stated in the order confirmation and invoice.

3.2 For new customers who place their first order with in-system, payment is made by bank transfer as stated in the order confirmation.

3.3 In case of payment after the due date, in-system is entitled to calculate interest on the outstanding debt from the due date at any time with the danish officially determined discount plus 2% per commenced month.

3.4 The Buyer is not entitled to set off any claims that are not recognized in writing by in-system.

## **4. Property rights**

4.1 In-system reserves ownership of sold items until the entire purchase price, incl. costs for shipping, insurance and accrued costs are paid.

4.2 Drawings, specifications, descriptions, etc., provided by in-system for use by the Buyer use of the item for sale, remain property of in-system, and may not be passed on without a written agreement with in-system.

## **5. Delivery**

5.1 All deliveries are delivered directly from in-system, 2000-Frederiksberg, Denmark, unless otherwise agreed. Unless the Buyer requests a specific way of transport when placing the order, in-system will cause the transport arranged at the Buyers expense. This also applies to orders ordered in our webshop, which can only be delivered to an agreed and in-system-approved address.

5.2 The stated delivery times are determined according to best estimates by the conditions that exist at the submission of the offer/conclusion of the agreement. A postponement of the delivery time of up to 2 weeks due to in-system circumstances are considered in all respects as timely delivery. The Buyer can thus, for that reason, not exercise any powers vis-à-vis in-system.

5.3 If the in-system is unable to comply with the delivery time, Buyer will be notified and, as far as possible, informed when delivery is expected to take place.

5.4 In-system assumes no responsibility for any losses or the like that the Buyer may suffer as a result of delay or non-delivery, regardless of the reason.

## **6. Complaints and deficiencies**

6.1 in-system undertakes for 12 months after delivery has taken place, at in-systems own choice, to make re-delivery or repair as soon as possible, if errors are found in the delivered products, due to the construction, material, or manufacture.

6.2 Complaints about any errors must be submitted in writing no later than eight days after the error is, or should have been established, and must contain information on what the error consists of. If the complaint is not submitted within this deadline, in-system is exempt from any liability.

6.3 The remedy does not cover the situations where the defect is due to the product not being maintained and not used in accordance with in-system regulations, in the event of incorrect or inappropriate use, in the event of changes or technical interventions made without in-system written consent, or by extraordinary external influences. Likewise, any wearing parts are not covered by the right to remedy.

## **7. Limitation of liability**

7.1 Any claim for compensation against in-system can never exceed the price stated in the invoice.

7.2 in-system is not liable for operating losses, profit losses, time losses, or other indirect losses, including indirect losses arising from delivery delays or defects in the delivered goods.

## **8. Product changes**

8.1 in-system reserves the right, before delivery and without prior notice to the Buyer, to make changes in construction, execution, etc., that in-system may deem necessary. Such changes only give the Buyer the right to cancel the purchase if Buyer can prove that specific construction, execution, etc., was set as a condition of the purchase.

8.2 Changes made and the consequent termination of the agreement do not entitle Buyer to any kind of damages compensation.

## **9. Product information**

9.1 All information in brochures, datasheets, catalogues and price lists, etc., whether weight, dimensions, capacity, performance, or other technical data, are approximate and only binding to the extent that the agreement expressly refers to them.

9.2 Any technical advice, whether available orally or in writing, shall only be understood as a non-binding proposal, for which reason the Buyer is responsible for the suitability and use of the delivery.

## **10. Product liability**

10.1 in-system is not responsible for personal injury or damage to real property or movables while the sold is in the Buyers' possession. in-system is also not responsible for damage to products manufactured by Buyer or for products in which these are included.

10.2 in-system is not responsible for operating losses, lost earnings, or any other form of indirect loss.

10.3 To the extent that in-system may be imposed product liability to third parties, the Buyer is obliged to indemnify in-system to the same extent as in-systems liability is limited according to the preceding points.

10.4 If a third party claims one of the parties for liability under this clause, that party shall immediately notify the other in writing.

## **11. Return**

11.1 The delivered item is only received by prior written agreement.

11.2 In cases where Buyer is entitled to cancel the trade, or where the sold item is returned to in-system for exchange or remedy of defects, the item must be sent to in-system in original packaging and for Buyers expense and risk. To the extent that in-system incurs shipping costs, etc., in-system is entitled to demand that the Buyer refund these and set off in the buyers' claims against in-system.

11.3 In the event of an agreement on returns not covered by the Buyers right to cancel the transaction, in-system will assess at what price the item can be purchased for return in each case. Likewise, costs for re-packaging, checking of functionality, etc., will be deducted from the repurchase price. Shipping of returned goods is at the Buyers expense and risk.

## **12. Disputes**

12.1 Any dispute between the parties shall be settled by the ordinary Danish courts.