

COMMAXX NORDIC A/S

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Effective May 1, 2023

Unless otherwise agreed in writing, Commaxx Nordic A/S (hereinafter referred to as the seller) delivers all deliveries on the following terms regardless of any contrary or deviating provisions in the order or acceptance placed by the buyer.

1. Offer/order & acceptance:

- Buyer's orders are binding for the seller, when the buyer has received written order confirmation.
- Offers from the seller that are expressly binding on the seller will lapse if the corresponding acceptance is not received by the seller within 2 weeks from the date of the offer, unless otherwise stated in the offer.
- Reservations are made for printing errors in price lists, invoices, etc.
- Reservations are made for any new excise and environmental taxes, as well as increases in the current taxes. Prices according to the dealer price list, quotations made and order-confirmed prices will be added to any new taxes and tax increases, as well as extraordinary deviations in logistics surcharges.

2. Billing/Pricing:

- Invoicing will be done according to the current price list, which is based on entire packages/pallets.
- Delivery can only take place in whole packages (colli).
- The prices quoted are exclusive of VAT but inclusive of excise duties (see point 1).
- The right to price changes without prior notice is reserved, taking into account incoming agreements.

3. Payment terms:

- Net cash on dispatch of the goods unless otherwise agreed.
- If payment is made after the due date, Commaxx Nordic A/S is entitled to calculate interest on the outstanding debt from the due date at the rate of 1.5% per month.
- Commaxx Nordic A/S reserves the right to charge a reminder fee of DKK 150,- per reminder sent.

4. Delivery:

- Deliveries abroad, the Faroe Islands and Greenland are always unfrank.
- Delivery is deemed to have taken place upon delivery of the goods to the buyer or to a third party, unless otherwise agreed in the order confirmation.
- Unless otherwise agreed, delivery will take place as soon as possible, in cases where the delivery week has been agreed, delivery on the last day of the stipulated delivery week shall be considered as timely delivery.
- The seller may postpone delivery time in case of changes to the order required by the buyer and in case of force majeure cf. point 12 of these terms of sale and delivery.

Shipping Limits & Fees:

- Over DKK 3.500,- excl. VAT..... Free of charge delivered
- Under DKK 3.500,- excl. VAT..... DKK 185,- excl. VAT in freight

Accessories & spare parts:

We refer to:

- Repair/spare parts - CJ Hvidevareservice Aalborg Aps, E-mail: service-commaxxnordic@commaxxgroup.com (Tel.: 70 77 07 10)
- Dust bags/filters: Impo Trading A/S (Tel.: 66 14 60 24)

Return:

- Return of correctly delivered goods cannot take place.
- All returns must be in accordance with the return procedure cf. clause 7 and in accordance with further agreement with the seller.

5. Liability, compensation for delivery:

- The seller is responsible and liable for compensation for the goods until they have been delivered and signed for by the recipient. After this, the right to the claim for compensation passes to the recipient.

Compensation is in accordance with the carrier's terms of business for general cargo. All shipping is in accordance with NSAB2015.

6. Transport damage:

- All transport damage must be reported to the carrier immediately upon receipt of the goods. In case of visible external damage to the packaging, receipt should only be accepted with reservations.
- Transport damage detected by the consumer is a matter between the consumer and the trader. If, contrary to expectations, problems arise with claims for damages against the carrier, the seller will of course be helpful with any missing information.

- Transport damage that occurs on goods delivered in containers directly to the buyer's own warehouse is the sole responsibility of the buyer or buyer's carrier.
- Transport damage that occurs when sending goods from the store for repair is solely a matter between sender and carrier. If goods with visible damage are submitted, these must be clearly described on the delivery note.
- Transport damage that occurs when returning repair goods to a store is also a matter between sender and carrier.

7. Delay/non-deliveries:

- The seller cannot be held responsible for delays caused by 3-party outside the seller's control or influence, e.g. delays caused by carriers.
- Furthermore, in the event of delays, the seller shall not be liable for operating losses, lost profits or other direct or indirect losses of the Buyer.

8. Right of complaint:

- A right of complaint is granted in accordance with the provisions of the Danish Sale of Goods Act, unless otherwise agreed in writing. Where Commaxx Nordic A/S handles the buyer's warranty obligation, this agreement applies until max. 48 months after delivery of the item to the buyer. I.e. 24 months warranty cf. The Danish Sale of Goods Act, plus up to 24 months for the buyer to sell the item.
- For products used for commercial use, no warranty is granted!
- We refer to the nameplate of the item, where for each product it is indicated whether the item is OMB or REP.

OMB

OMB items can be exchanged in the store, after due checks. The item must not be submitted immediately, but stored by the shop until the credit note is received. The defective item can be reported by submitting a credit form by email. The form can be found on our website.

After reporting, the item can be requested submitted (free) to Commaxx Nordic for further examination.

REP

Repair goods must be submitted to: CJ Hvidevareservice Aalborg Aps, enclosed documentation for the consumer purchase date in the form of an electronic date-stamped receipt/receipt, as well as a detailed error description. Service case can be created on www.spanrep.dk.

9. WEEE:

All products sold are CE marked and comply with the provisions of the WEEE and RoHS directives. The seller is a member of Elretur, which on behalf of the seller handles the take-back obligation for end-of-life products, and statutory registration and reporting to DPA system in DK, for products branded with sellers brands only. The seller charges any WEEE contributions on invoice to the customer, and settles the environmental contribution applicable at any time to Elretur.

10. Product liability:

The seller shall only be liable for personal injury if it is proved that the damage is due to fault or negligence on the part of the seller or others for whom the seller is responsible. Compensation for personal injury can never exceed the level of compensation applicable in Danish law at any given time. Should the seller's product cause damage to the person or product belonging to the buyer or a third party, the seller's liability shall be limited to such types of damages and such amounts as are covered by the seller's product liability insurance. To the extent that the seller may be subject to product liability towards the 3rd party, the buyer is obliged to indemnify the seller to the same extent as the seller's liability is limited according to these terms of sale and delivery. If the 3rd party makes a claim against one of the parties for liability under this paragraph, that party shall immediately inform the other party thereof.

11. Limitation of liability:

The seller shall not be liable for indirect damages and losses, such as operating losses, loss of time, lost profit or other similar losses.

12. Force majeure:

The seller is not liable for non-performance or delayed performance of the agreement due to force Majeure, including war, riots, civil disturbances, government intervention or intervention by public authorities, fire, strike, lockout, export and/or import ban or any other cause beyond the seller's control that may delay or hinder delivery of the sold.

13. Governing law and venue:

Any dispute between the parties that cannot be settled amicably shall be settled by application of Danish law, and by either arbitration or by the ordinary courts of the seller's choice.