

## Conixi A/S Terms and conditions

*Buyer: defined as the person or company that buy the products from the seller.*

*Seller: defined as Conixi A/S (CVR 42479020), who sell the products/services.*

### 1. General provisions

- 1.1 These conditions apply to all sales and deliveries from Conixi A/S. Deviations from these conditions may only be made following a written agreement between Conixi A/S and the Buyer.

### 2. Quotation and order

- 2.1 The agreement between Conixi A/S and the Buyer is first considered when Conixi A/S has **sent an order confirmation**.

- 2.2 If the Buyer has any objections to the order confirmation, this must be writing to Conixi A/S within one week after the order confirmation date. If this deadline is exceeded, the agreement is deemed to be entered.

### 3. Prices

- 3.1 The final price will appear from Conixi A/S' order confirmation. The prices can be stated inclusive or exclusive VAT. **We follow some rules from our accountant**. If the Buyer has some questions for VAT, the Buyer can contact Conixi A/S.

- 3.2 Conixi A/S reserves the right to regulate confirmed prices during the period up to the delivery. If there are any changes Conixi A/S not are in control with such as changes in taxes, duty, exchange rates or price increase for raw materials etc.

**CTR, price estimate. Onshore med moms, offshore ex**

### 4. Terms of payment

- 4.1 The payment must be due for payment no later than the date on which the invoice indicates as the payment deadline.

- 4.2 By late payment a default interest will be charged at the rate of 2 % per month as from the due date. Payment by set-off cannot take place if the counterclaim has been disputed. If Buyer does not comply with the terms of payment this will be considered as a material breach which entitles Conixi A/S to stop further deliveries and to demand for the immediate payment if any outstanding amount due as well as not due.

### 5. Payment security

- 5.1 If the Seller does not receive the money for an order before the deadline, the Seller is in his right to keep the products until the money is received from the Buyer.

### 6. Delivery

- 6.1 The delivery time or date will be determined by Conixi A/S and will be stated in the order confirmation.

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agreement fix a final reasonable date of delivery and the Buyer can inform Conixi A/S of his intention to cancel the order unless delivery takes place within such final date.

- 7.2 If delivery not has taken place within such final date, the Buyer have entitled to cancel the order by written notice to Conixi A/S. This cancellation shall be received by Conixi A/S before delivery.

- 7.3 If the Buyer cancel the order, the Buyer shall only be entitled to damages from Conixi A/S for reasonable increased costs that the Buyer incurs in procuring corresponding goods from another supplier. Any other claim from the Buyer in respect of Seller's failure to deliver on time is excluded.

- 7.4 If the Buyer does not cancel the order, the Buyer shall not be entitled to any compensation for Seller's failure to make due delivery.

### Cancellation and return

All sales are final, and no cancellation and return are possible.

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### Ownership

Conixi A/S reserves, with the restrictions imposed by mandatory law, the right of ownership to the goods sold, until the full purchase price and those in connection with the delivery of the sales object incurred expenses concerning forwarding and insurance which Conixi A/S has to bear on behalf of the Buyer has been paid by the Buyer or the agreed security has been provided. In connection with changes and adjustments of the sales object however this takes place in such a way that the sales object does not lose its distinctiveness or identity the retention of title is maintained so that it comprises the changed and adjusted object to the value which the sales object represented without the performed changes and adjustments.

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Once the Buyer has paid or provided the agreed security for any debt and the retention of title has been passed to the Buyer, Conixi A/S is obliged to confirm this on the Buyer's demand.

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The Buyer is responsible for the products from the time of delivery and Conixi A/S are not responsible for damage to the products caused after delivery.

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Until the ownership of the products is transferred to the Buyer, the Buyer must keep the products safe and in a satisfactory condition.

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### Guarantees and responsibilities

Conixi A/S guarantees that the products match the specifications at the time of delivery.

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The Buyer must examine the products upon delivery. Any defects in quality, quantity, weight, or condition must be

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- 7.1 **Delay**  
If Conixi A/S can't deliver the goods on time, the Buyer and Conixi A/S must by written to Conixi A/S within 14 days from receiving the product or the date on which the defect was or should have been discovered
- 10.3  
If Conixi A/S can approve the defects, Conixi A/S can choose to repair the product or replace the product with a new one.
11. **Product Liability**
- 11.1  
Conixi A/S is only responsible for personal injury caused by the goods, if it is proven that the damage is caused by gross negligence from Conixi A/S.
- 11.2  
Conixi A/S can under no circumstances be liable for any loss or damage caused by the goods to any property (movable or immovable) while the goods are in Buyer's possession or to products manufactured by Buyer or to products of which Buyer's products form a part or to any property where the damage is caused by these products because of the goods. Conixi A/S can under no circumstances be liable for any loss of production, loss of profit or any other consequential loss
12. **Force majeure**
- 12.1  
Neither Conixi A/S or the Buyer are liable for non-compliance if it is due to circumstances which could not have been foreseen at the time of entering into the agreement, including strike and lockout, orders by authorities, import and export restrictions, incomplete or inadequate deliveries by subcontractors, storm surge, explosion, hurricane, fire, war or terrorism etc.
13. **Disputes**
- 13.1  
Each disagreement between the parties shall be settled by a court of law according to Danish law.