



Terms of sale and delivery for products and services sold and provided by Smart Lift A/S

Smart Lift A/S (“we”, “us”, “our”) aims to provide services of a high professional standard, in respect of finished products as well as repair works.

The terms and conditions below shall apply to all our supplies and orders unless otherwise agreed in writing.

1. Making Agreements and Supply/Delivery:

Our quotations/order confirmations in writing shall determine the substance and scope of our service. Separate or special agreements as well as amendments shall require our preceding confirmation in writing to be valid.

Offers are binding on us for 30 days from the date of the offer, unless otherwise expressly stated in the offer.

There is no final agreement between the parties before we have accepted it in the form of a written order confirmation.

When nothing else is indicated, an offer from us is made subject to the possibility of obtaining the product concerned. If this reservation is upheld, we will be entitled to withdraw the offer, regardless of whether the offer has been accepted or not, without justifying the customer to make a claim of any kind. Any customer order/acceptance of quotation shall also be considered to constitute customer’s acceptance of these Terms of Sale and Delivery, which will be included with our quotation/order confirmation. Acceptance by us of any order shall be subject to the issue of a preceding order confirmation to the particular customer. A quotation, a pro forma invoice, or the like shall not inherently be binding on us. Production and delivery times shall be agreed in advance for each particular supply. In case of any delay in delivery, we shall not assume any responsibility/liability for any day fines incurred by our customer in relation to any third party, nor shall we assume any responsibility/liability for any derived claim and/or consequential damage caused by any such delay. Delivery shall be made ex works (Incoterms 2020) unless otherwise stated in our order confirmation. Freight, insurance, forwarding expenses, and similar shall be paid by the customer.

2. Subject of Sale: The supplies covered by the agreement will have been specified in the offers/quotations, orders, order confirmations, and other documents prepared by the parties. We do, however, reserve the right of making, without notice, changes/amendments in the data stated by us on account of a general change in

our range of products or for technical reasons otherwise provided this does not detract from the value of the subject of sale, neither generally nor specifically, and provided any such changes/amendments may be made without inconvenience to customer. Agreements regarding changes to or additions to the original agreement are not binding on us without written confirmation by us.

If the customer has requested us to develop conceptual development, creative presentation, original material, etc., we are entitled to be paid for this work.

Additional services and deliveries, which mean services and products not shown in our order confirmation, are invoiced according to our current price lists.

3. Price/ Price Changes: Subject to another currency having been explicitly stated, all prices shall be in EUR or DKK and shall be exclusive of any applicable sales taxes. We reserve the right of changing the price if after our final offer/acceptance – but prior to the time of payment – documented new or increased costs are imposed on us on account of changes in customs duty, taxes or dues. Claims shall not entitle to withholding of payment. Customer may solely offset in relation to us legally effective and undisputed counterclaims.

Our Terms of Payment are eight days net from the date of invoice unless otherwise stated in our order confirmation. For overdue payment, regardless of the cause interest of 2% per month entered into shall be charged.

4. Responsibility/Liability for Deficiencies: Customer shall be obliged to inspect the goods immediately upon delivery, and shall, in writing – and not later than within 48 hours – immediately inform us about any outside damage. Notice in writing about any hidden damage shall be issued immediately upon finding the damage, however, **not later than one year from the date of delivery**. After this, our responsibility/liability shall have discontinued. Our liability is limited to defects that occur within a period of 12 months from the delivery date (deadline for complaints). If the item(s) delivered is(are) deficient, and provided this is complained of within the time limit set above, we shall be entitled to remedy the damage, and customer may then not claim any further deficiency rights. It is hereby duly noted that wages/labour costs of mounting/dismantling shall not be compensated. Any faulty components shall be dispatched duly insured and freight paid to us, enclosing a delivery note stating the cause of the return.

Components shall be returned without parts mounted.

Providing free repair/replacement shall be subject to the agreed terms of payment having been met, and to the products sold not having been changed, repaired or used for purposes for which they are not intended in a manner contrary to specifications, including that



installation and operating conditions conform to the directions given. **We shall thus not be liable for the Customer's operating loss, loss of profit, or any other indirect/consequential loss on account of subject of sale deficiencies.**

5. Delay: We have fixed the time of delivery to the best of our knowledge based on the circumstances known at the time of making the agreement. Unless otherwise agreed, delay in the time of delivery by up to two weeks counting from the delivery date agreed shall be considered to be delivery on time, a fact not allowing customer to exercise any form of actions or remedies for breach of contract. In case of delay, customer shall only be entitled to rescind the contract of sale if we do not deliver the item agreed within a further grace of 30 days. **We shall not compensate for customer's operating loss, loss of profits, or any other indirect/consequential loss caused by any delay in delivery.**

6. Right of Ownership: Subject to the limitations ensuing from mandatory rules of law, we reserve the right of ownership of the item sold until the entire purchase amount has been paid.

7. Delay in Payment of the Purchase Amount: If customer does not discharge the terms of payment agreed, or does not document/verify that security agreed has been established by the exact time agreed, we reserve the right of putting the completion of the contract in abeyance – including that of stopping the production – for customer's account.

8. Product Liability: As for product liability, we are liable pursuant to the stipulations in the Danish Product Liability Act, which cannot be departed from by agreement. We disclaim any liability for personal injury or damage to property caused by the deliveries on any other basis. In monetary terms, the product liability cannot exceed the coverage pursuant to our product liability insurance.

We are not in any case liable for operating loss, time loss, loss of profit(s) or similar indirect/consequential loss.

If a personal injury or damage to property caused by the deliveries occurs, or if there is a risk that such injury or damage will occur, customer shall notify us in writing without undue delay. Customer shall immediately notify us if any third party makes a claim against customer concerning liability pursuant to the Danish Product Liability Act.

If we should be held liable towards any third party, customer shall indemnify us to the same extent as our liability is limited in accordance with these Terms of Sale and Delivery.

The Customer must accept to be sued at the court that tries the product liability case against us.

9. Limitation of liability

Regardless of the basis on which a claim is made and regardless of the degree of negligence, we are not liable for any consequential or indirect losses such as operating loss, time loss, loss of profits, consequential loss, loss of goodwill, failure to achieve expected savings, etc. Under no circumstances does our liability include damages that could not be foreseen at the time of conclusion of the agreement.

Furthermore, our aggregate, total liability for damages or other compensation, including, but not limited to, claims arising out of any specific sale of products or providing of services, shall in no event exceed the lower of (i) the net sales price for such of products/services; or (ii) EUR 25,000.00 (twenty five-thousand Euros and 00/100).

10. Force Majeure – Act of God: Any order shall be executed without responsibility/liability for any loss due to strike, lockout, and similar industrial action as well as any other circumstance beyond the control of the parties, such as fire, war, mobilization or unforeseen military call-up to a similar extent, attachment/sequestration/requisitioning, currency restrictions, power failure, machine breakage, embargo, civil commotion and riots, shortage of means of transportation, general scarcity of goods, rejection of major works, pandemic, restrictions of driving power, as well as deficiencies in or delay in supplies from subcontractors due to any of the circumstances mentioned above. Should a circumstance, such as listed in the present section, last for more than three months, either party shall be entitled to cancel the agreement without being held liable for damages due to cancelling the agreement, and any such cancellation shall then be effected by notice in writing.

11. Governing Law and Arbitration: Any disputes relating to our deliveries must, by our decision, be settled by arbitration or court proceedings. If we choose arbitration, the customer undertakes to follow a decision of the Danish Institution of Arbitration ("Voldgiftsinstituttet") in accordance with rules of the Institution, as the Law on Arbitration also applies. If we choose court proceedings, the case must be tried at our jurisdiction, currently the Court of Holstebro, Denmark.

Any disputes are settled under Danish law.