

# GENERAL SALES AND DELIVERY CONDITIONS

1. **Use**
  - 1.1. When Handicare Auto A/S as seller (hereinafter called Handicare Auto) or the buyer in offers, order confirmations, agreements or other documents regarding a purchase refers to the common sales and delivery conditions, it means the current version of these terms and conditions. These conditions apply to the purchase unless the parties have agreed to deviate from them, partly or in total, in the specific agreement between the parties.
  - 1.2. If the parties have made an agreement about continuous deliveries or framework agreements and these sales and delivery conditions apply, Handicare Auto is entitled to change these terms and conditions by given the buyer minimum 3 months' written notice of such change. The new sales and delivery conditions apply to all agreements entered into after the expiry of the 3 months, cf. s. 2.
2. **Entering into agreements**
  - 2.1. A binding agreement has been entered into as soon as Handicare Auto –has made a written quotation for a delivery or the buyer has made a written quotation for a purchase and the receiver of the quotation has confirmed the quotation in writing and such confirmation reaches the offeror within the deadline for acceptance stipulated in the quotation. If the quotation does not include a deadline for acceptance, the confirmation must reach the offeror within 2 weeks from the date of the quotation, or if the quotation is undated then within 2 weeks from the date of the post stamp, telefax information or the electronic data exchange (e-mail and similar) of the quotation. Similarly, oral quotations must be confirmed within 2 weeks.
  - 2.2. A quotation cannot be withdrawn as long as the time-limit, has not expired, cf. s. 2.1. This provision may only be disregarded if Handicare Auto at the time of issuing the quotation, in writing has reserved the right to intermediate sale of the goods in question or in the event that any new information appearing after the quotation makes the quotation non-profitable or impossible to fulfil due to circumstances beyond Handicare Auto's control.
  - 2.3. The purchase agreement consists of:
    - a. Individual agreements between Handicare Auto and the buyer
    - b. These sales and delivery conditions
3. **The right to cancel an order**
  - 3.1. Generally, the buyer is not entitled to cancel an order if a binding agreement has been made. In the event of purchase of goods, which are to be customized or purchased specifically for the buyer in question, the buyer is, however, entitled to cancel an order and, in writing, request Handicare to cease further customization and/or any other preparations for delivery unless such cancellation will lead to material inconvenience to Handicare Auto or risk that Handicare Auto will not be fully indemnified for Handicare Auto's loss due to the requested cancellation. The buyer is in this regard obligated to indemnify Handicare Auto for all costs and obligations incurred in relation to the cancelled order and loss of profit calculated as if the order had been duly fulfilled by Handicare Auto.
  - 3.2. Prior to delivery, Handicare Auto reserves the right to change the provided data regarding ordered goods without notice due to general changes in the goods in question or due to other technical reasons as long as such change does not reduce the value of the goods, in general or in any material matter to the specific buyer in question and as long as such change can be made without inconvenience to the buyer. Handicare Auto must notify the buyer of such changes in the goods and thereby in the data known by the buyer at the time of entering into the agreement.
4. **Specifications**
  - 4.1. If the buyer has reserved the right to specify certain requirements of the sold goods and if the buyer does not specify such requirements within the agreed time-limit, or if no time-limit has been agreed, within 2 weeks after Handicare Auto has requested such specification, Handicare Auto is allowed to determine such specifications in accordance with the buyer's requirements as known to Handicare Auto - without Handicare Auto losing any rights in this regard. If Handicare Auto determines such specifications, Handicare Auto must notify the buyer thereof and set a deadline for the buyer to object to the specifications determined by Handicare Auto. If Handicare Auto fails to set a deadline for the buyer's objection to the determined specifications, the buyer must object thereto within 2 weeks after the date of Handicare Auto's notification to the buyer. If the buyer fails to timely object to the specifications determined by Handicare Auto, the specifications determined by Handicare Auto will be binding on the buyer.
  - 4.2. Handicare Auto is entitled to require all extra costs beyond the purchase price to be paid by the buyer if the buyer request for a change or clarification to the specifications of the sold goods after expiry of the time-limit, cf. s. 4.1. Handicare Auto is freely entitled to reject any such request for clarification or changes to the initially agreed specifications if such change or clarification is of inconvenience to Handicare Auto or will postpone delivery of the goods.
5. **Prices**
  - 5.1. Unless another currency has been specifically stated, all prices are in Euro, cf. clause 5.3.
  - 5.2. The price includes the standard packaging, cf. s. 10.1. Other packaging material, including further transportation packaging, will be paid by the buyer, regardless of whether Handicare Auto has informed the buyer of the packaging prior to the time of the agreement or packaging of the goods.
  - 5.3. Prices are exclusive of duties, taxes and costs that may occur after the delivery has taken place, which is in accordance with the agreed delivery term, cf. 9.1.
  - 5.4. Handicare Auto reserves the right to change the price after a binding agreement has been made, cf. s. 2.1., but before the time of payment, if documented new or extra costs due to changes in customs, taxes, currencies etc. –including costs for transport-, terminal- or harbour authorities, are imposed on Handicare Auto if the costs relate to the agreed delivery.
  - 5.5. Any extra costs beyond those mentioned above, including also ordinary cost increases are to be paid by Handicare Auto. Should the cost be caused by circumstances beyond Handicare Auto's control and Handicare Auto could not reasonably have been expected to foresee and/or overcome such circumstances, Handicare Auto is entitled to claim an extra payment as compensation for the extra costs incurred.
6. **Terms of payment, guarantee**
  - 6.1. Payment must be made in cash, at the latest on the date of payment stated on the invoice. If no date of payment is stated in the invoice and no other written agreement has been made in this respect, the following terms of payment apply:
 

Terms of payment is net 30 days from the invoice date.

The purchase price must be paid into the account designated by Handicare Auto. Handicare Auto reserves the right to claim cash payment, bank guarantee or letter of credit on all orders, should Handicare Auto assess that this is appropriate due to specific circumstances.
  - 6.2. In the event of late payment, Handicare Auto is entitled to interest of the due amount in accordance with The Danish Interest Act ("Renteloven").
  - 6.3. If a delivery is postponed due to circumstances of the buyer (claimant's default), the buyer is obligated to pay the purchase price to Handicare Auto as if delivery had taken place in due time – unless otherwise accepted by Handicare Auto in writing in advance.
  - 6.4. The buyer cannot set up a counter claim against Handicare Auto if Handicare Auto has not accepted this in writing, and the buyer has no right to withhold any part of the purchase price due to counter claims of any kind.

## 7. Delay in payment

- 7.1. If the buyer does not fulfil the agreed terms of payment or does not document that an agreed guarantee has been made in due time, Handicare Auto has the right to cancel the order at the buyer's expense until the payment conditions and the guarantee have been fulfilled. The cancellation includes the right to stop the goods during transport and to instruct the carrier not to deliver the goods to the buyer. If the buyer does not fulfil his obligations, Handicare Auto may claim a guarantee for future payments or demand a prepayment although Handicare Auto previously has given the buyer credit without any security required.
- 7.2. Handicare Auto is entitled to cancel the purchase without notice and to demand compensation according to the general rules of Danish law if the buyer does not fulfil its obligations, cf. s. 7.1.
- 7.3. Handicare Auto continues to have the right to demand compensation according to the general rules of Danish law for the delay regardless of whether Handicare Auto chooses to cancel the purchase.

## 8. Insurance

- 8.1. The buyer is to take out insurance to cover the goods until the goods have been delivered or the purchase price has been paid. Handicare Auto may request to have a copy of the insurance policy before delivering the goods.

## 9. Delivery, place of delivery

- 9.1. Delivery is to take place at Handicare Auto's location in accordance with INCOTERMS 2015 clause EXW, unless otherwise agreed.
- 9.2. The buyer may request Handicare Auto to make arrangements with a carrier to deliver the goods to a destination stated by the buyer at the buyer's risks and expenses. If the buyer has not made such request within 14 days before the delivery is to take place, Handicare Auto is entitled to decline such request. Regardless of Handicare Auto's assistance in sending the goods, there will be no change in the place of delivery and the passing of risk. If the buyer has not called for the goods delivered at Handicare Auto's location, cf. s. 9.1 at the date of delivery, Handicare Auto reserves the right to claim compensation for all costs relating to further storage and care of the goods.
- 9.3. The time of delivery is as determined by Handicare Auto and accepted by the buyer at the time the binding agreement, cf. s. 2, was made.
- 9.4. Unless otherwise agreed, a delivery made 14 days after the agreed delivery date is considered to be delivery on time and the buyer cannot claim any breach of contract towards Handicare Auto because of such delay.
- 9.5. Should the delay in delivery be due to circumstances that Handicare Auto could not prevent, such as labour conflict, fire, war, scarcity of goods, delayed delivery and/or non-delivery by subcontractors and other similar circumstances and in all kinds of force majeure, the delivery is postponed on a day-to-day basis for the time period equal to the period of such interruption. Each party is entitled to cancel the order without liability on both parties if the delay last for more than 3 months.
- 9.6. If Handicare Auto has delivered the goods, the buyer cannot claim any breach of contract due to delay unless the buyer made such claims before the delivery took place.

## 10. Packaging

- 10.1. The goods will be delivered in the usual packaging chosen by Handicare Auto. If the buyer has asked Handicare Auto to use another packaging or further packing material and has given Handicare Auto sufficiently information about this, Handicare Auto is obligated to use such packaging if it does not cause considerable inconvenience to Handicare Auto. However, such request from the buyer must be made in due time and not later than 2 weeks before the delivery is to take place. Any changes in packaging will be at the buyer's expenses.
- 10.2. Packaging can only be returned if this has been agreed upon between the parties.

## 11. Defects and complaints

- 11.1. The buyer is obligated to inspect the goods immediately upon delivery of the goods in accordance with customary and proper business practice. If the buyer wants to invoke a complaint the buyer must notify Handicare Auto thereof in writing stating the defects forming basis for the complaint. If the buyer have or should have discovered a defect when inspecting the goods upon delivery and does not invoke a complaint within 48 hours after the delivery, the buyer cannot uphold a complaint at a later point.
- 11.2. At Handicare Auto's discretion, Handicare Auto will decide whether to repair the defective goods, replace the defective goods or grant the buyer a proportional reduction of the purchase price equal to the value of the defect in question.
- 11.3. The buyer is not entitled to claim any breach of contract due to a defect if Handicare Auto repairs, supplies substitute goods or gives a price reduction within a reasonable time-limit as determined by Handicare Auto. If Handicare Auto does not repair or replace the defective goods or grant a price reduction within reasonable time stipulated by Handicare Auto, the buyer is entitled to cancel the order, demand a reduction in the purchase price or claim compensation (with respect of s. 14.1) in accordance with the general rules of Danish law and these sales and delivery conditions.
- 11.4. The buyer must notify Handicare Auto immediately after the buyer discovers or should have discovered any defect, which the buyer did not and should not have discovered when inspecting the goods upon delivery, cf. s. 11.1. The buyer cannot later make complaints about the defect if the buyer does not make such notification immediately.
- 11.5. Alterations or changes of the goods without Handicare Auto's prior written consent exempt Handicare Auto from any obligations relating to the sold goods.
- ## 12. Warranty
- 12.1. Handicare Auto warrants to the buyer that Handicare Auto at Handicare Auto's discretion will replace or repair defective goods if the defect is caused by defective material or fault in workmanship.
- 12.2. The buyer must notify Handicare Auto immediately after the buyer discovers or should have discovered any defect, which the buyer did not and should not have discovered when inspecting the goods upon delivery, cf. s. 11.1. The buyer cannot later make complaints about the defect if the buyer does not make such notification immediately.
- 12.3. Accidents, misuse, abuse, lack of proper maintenance, faulty wiring, failure to follow operating instructions, including failure to adhere to installation manuals or change of the goods without Handicare Auto's prior written consent, exempt Handicare Auto from any warranty obligation.
- 12.4. The warranty period shall be a period of one (1) year from the delivery of the goods, cf. clause 9.
- 12.5. Notwithstanding the above the warranty period for products sold under the HandLift trademark shall be a period of two (2) years from the delivery of the goods, cf. clause 9.
- 12.6. In the event of a defect the buyer shall complete a form which is accessible via: <https://www.handicare.com/auto-products>, and shall furthermore return the goods and the completed form to Handicare Auto.
- 12.7. Upon Handicare Auto's receipt of the completed form and the goods, Handicare Auto assesses whether the goods must be replaced or repaired.
- 12.8. If – at the time that the warranty claim is made - the buyer wishes a replacement of the alleged defective goods, Handicare Auto is entitled to send replacement goods to the buyer, and subsequently issue an invoice for the delivered goods. The price of any replacement good shall be the current listing prices.
- 12.9. Provided that the defects are covered by the warranty issued by Handicare Auto, Handicare Auto will issue a creditnote equivalent to the costs of the replacement goods. In the event that the claim is not covered under the

warranty, Handicare Auto is entitled to receive payment according to the issued invoice.

12.10. The buyer may at the buyer's sole discretion decide whether or not the buyer wishes to make use of the rights in respect of s. 12.7-12.9.

12.11. All costs – save for costs related to repair/replacement of defective parts and transportation costs related to the replacement parts if the alleged defect is covered by the warranty - shall be borne by the buyer.

12.12. Notwithstanding s. 12.11 costs related to inspection of the alleged defective goods shall not be borne by Handicare Auto.

### 13. Breach of contract

13.1. In the event of the buyer's breach of its obligations towards Handicare Auto, Handicare Auto is entitled to cease any current and further deliveries and demand compensation due to the breach in accordance with the to the general rules of Danish law. Furthermore, Handicare Auto is entitled to all additional remedies available to Handicare Auto according to the general rules of Danish law.

### 14. Compensation, liability limitation

14.1. Handicare Auto's liability towards the buyer cannot in any event exceed the invoiced price for the goods in question.

14.2. In no event may Handicare Auto be held liable for operational loss, loss of profits or indirect or consequential losses in relation to delayed deliveries or defects.

14.3. Neither party may be held liable for any postponement of the date of delivery if this non-fulfilment is due to circumstances beyond a party's control, and which the party at the time the agreement was made, could not reasonably have foreseen or have been expected to take into consideration or have avoided, and could not reasonably have been expected to overcome.

14.4. The party affected by the circumstances mentioned in s. 14.3., must without undue delay inform the other party in writing about the circumstances stating how the impediment affects fulfilment of the affected party's obligations. If such notice is not given within due time, the affected party must compensate the other party for any loss it might have as a consequence thereof (the limitations of Handicare Auto's liability, cf. clause 14.1-2, also applies in this regard).

### 15. Transfer of rights and obligations

15.1. Handicare Auto is entitled to assign its obligations for fulfilment of an agreement to a third party in part or in whole without the buyer's prior acceptance. In the event that the obligation for fulfilment of an agreement is assigned completely to a third party, Handicare Auto is entitled to assign all rights and obligations to of such agreement to the third party. The buyer will subsequently only be entitled to make claims for breach of contract against such third party.

15.2. Handicare Auto must notify the buyer in writing if Handicare Auto assigns rights and obligations for fulfilment of an agreement to a third party.

### 16. Retention of ownership

16.1. Handicare Auto retains ownership to delivered goods with the limitations regulated by the invariable rules of law until the total purchase price, including insurance costs and transportation costs held by Handicare Auto on behalf of the buyer for such goods, has been paid or the agreed guarantee or security has been made or provided. Until these conditions have been fulfilled, the buyer is not entitled to sell the goods or deal with the goods in a way which conflicts with Handicare Auto's retention of ownership.

16.2. Handicare Auto's retention of ownership is upheld in the event of goods being altered or processed. In such event, Handicare Auto's retention of ownership includes the altered or processed goods for an amount corresponding to the value of the goods prior to alteration or processing.

16.3. Drawings, specifications, descriptions etc., supplied by Handicare Auto to the buyer to be used with the sold goods, remain the property of Handicare Auto

and must not be handed over to a third party or in any other way used without Handicare Auto's prior written permission. A violation of this provision is considered a breach of contract.

### 17. Returning of goods

17.1. The buyer is only entitled to return goods in accordance with a prior written agreement with Handicare Auto.

17.2. Should the buyer be entitled to return the goods to Handicare Auto according to a prior written agreement between the parties, return of the goods in question is subject to the goods being returned in the original sales packaging. Transportation in relation to return of goods is made at the expense and risk of the buyer. If the goods are returned to Handicare Auto for repair or replacement, the new or replaced goods will be delivered in the same way as the original delivery. After ended repair Handicare Auto is to pay for the transport costs.

### 18. Product liability

18.1. Handicare Auto must compensate the buyer for any loss suffered by the buyer due to the goods delivered by Handicare Auto causing damage to the buyer or any third party's person or belongings, subject to the exceptions and limitations given in s. 18.2. In this regard, Handicare Auto must indemnify the buyer for any legitimate claims raised against the buyer by a third party due to a loss resulting from damage caused by goods delivered by Handicare Auto, regardless of whether the damage is caused by Handicare Auto's negligence or negligence by anyone for whom Handicare Auto is liable.

18.2. Regardless of s. 18.1., Handicare Auto cannot be held liable for damage to material assets intended for commercial use just as Handicare Auto under no circumstances may be held liable for loss of profits, consequential loss or other indirect losses suffered by the buyer or a third party due to damage caused by delivered goods.

18.3. If the buyer, due to the buyer's negligence or due to the buyer failing to take the necessary and reasonable actions for limiting the damage caused by the goods, contributes to the damages caused by the goods, Handicare Auto is entitled to hold the buyer liable for a proportionate part of the damages.

18.4. In the event of initiation of legal actions towards Handicare Auto or the buyer on the basis of product liability relating to delivered goods, both parties must, if requested by the other party, accept to join such legal proceedings. The interrelationship between Handicare Auto and the buyer must be settled according to the below mentioned agreement on venue and choice of law.

### 19. Court and venue

19.1. Agreements are governed by Danish law excluding conflict of law rules and The United Nations Convention for the International Sales of Goods (CISG).

19.2. In the event of disputes arising out of or in connection with agreements, the parties must firstly seek an amicable salutation to such disputes. If the parties are not able to settle the dispute within 14 days from a party having requested for the parties to seek the dispute settled amicably, the dispute may be brought before the ordinary courts of Denmark. The venue will be Herning City Court or another Danish City Court as designated by Handicare Auto. The language of the proceedings will be Danish, unless otherwise agreed between the parties.

### 20. Confidentiality

20.1. The parties shall observe full confidentiality regarding the agreements entered into between the parties, thus the parties shall not use or disclose any information regarding the agreement and/or the parties' relation to any third party, unless such information is public known or the receiving party proves that it has lawfully received the information from a third party.