

# SALES AND DELIVERY TERMS

**General:** Any trade agreement concluded by NewRoniX ApS, CVR 40979891, is subject to the present terms and conditions of sale. No agreement or obligation that deviates from this will be accepted, unless expressly and in writing confirmed by NewRoniX ApS. Current sales and delivery terms are considered accepted at the buyer's order.

**Offers and orders:** NewRoniX's offers are based on the prices of raw materials, auxiliary materials, labor wages as well as freight, insurance, customs duties and exchange rates, etc., in effect at the time the offer was made. Reservations are made for subsequent price increases, which are beyond NewRoniX's control. The deliveries only include the parts, works and services expressly mentioned in the offer or order confirmation.

Offers are valid for 30 days from date, unless otherwise stated.

Price excl. installation and delivery, unless otherwise stated.

**Payment options:** Bank transfer.

**Payment conditions, other:** Normal conditions for goods delivered in Denmark are 7 days net. International: Advance payment, unless otherwise agreed.

**Subscription payment:** Subscription payment covers a 12-month subscription, starting at commissioning.

**Subscription termination:** Subscription agreement can be terminated with 1 month to the end of a month.

**Description and drawings:** The NewRoniX ApS or its suppliers' sales materials include illustrations, capabilities, dimensions, dimensions, prices, technical, and other data are approximate and binding only if the agreement explicitly refers to them. NewRoniX reserves the right to modifications in design, etc. without prior notice. All drawings and technical documents about products left to the buyer remain NewRoniX property and must be returned if a delivery agreement is not concluded. Such material may not be used by the buyer, copied, reproduced, transferred to third parties or otherwise brought to its knowledge without the written permission of NewRoniX.

**Product Changes:** NewRoniX ApS reserves the right to make continuous product and design changes in relation to the supplied drawing materials, etc., if the product sold meets the agreed standards, etc., so that existing changes do not cause any altered functionality or other disadvantage to the buyer.

**Buyer's Services:** When otherwise not agreed in writing, the delivery covers exclusively the product sold by NewRoniX ApS. Installation of delivered equipment is the responsibility of the buyer and if other work, such as establishing or changing installations for electricity, water and oil, construction work in any way such as electricians, carpentry and bricklaying or any other form of secondary work is necessary for the buyer's use of the delivery, such works, including drawings, are carried out by the buyers and at their expense and risk. All expenses for actions mentioned, including material costs, are NewRoniX ApS unauthorized. NewRoniX ApS is not responsible for claims made by the authorities, eg. according to environmental legislation, fire legislation, building legislation or any other legislation not specifically related to the NewRoniX ApS product. It is therefore the responsibility of the buyer to obtain, afford and bear the responsibility for any necessary permits from authorities and others in connection with the installation, installation and operation of the installation. Any electrical diagrams, foundation, building and layout drawings performed by NewRoniX ApS are for guidance only and not to be regarded as working drawings.

**Delivery time of goods ordered:** If the item is in stock, it will be shipped within 2 business days. The recipient will normally receive delivery within 3 working days in Denmark. Other Europe 5-10 business days.

**Delivery and shipping, other:** Agreed delivery times require that NewRoniX ApS have timely received all necessary information, drawings, etc. necessary for the execution of the order. The risk will be transferred to the buyer, unless otherwise agreed, ex works NewRoniX business location.

Shipment takes place at the buyer's expense and risk, and the buyer is obliged to subscribe for necessary transport insurance, unless otherwise agreed in the individual case.

All stated delivery times are approximate, and any delivery time exceeded does not warrant buyer for cancellation of an order. Warnings, firearms, strikes, lockouts, transportation barriers and force majeure are reserved. Other conditions such as lack of labor, delayed subcontractor, or similar events that cause NewRoniX to not effect or delay the order relieves NewRoniX for delivery and liability. No damages of any kind will be granted in case of delayed delivery, unless in the individual case this has been agreed in writing by NewRoniX ApS. NewRoniX ApS has the right to make partial deliveries.

**Property:** The goods and services delivered remain the property of NewRoniX ApS until payment for the entire delivery has taken place.

**Returns:** Goods are only returned by prior agreement and only within 30 days of delivery date, for new and undamaged goods minus min. 15% of the invoice price and return costs.

**Complaints:** Complaints must be filed within 8 days of receipt of goods or invoice. NewRoniX ApS has the right to rectify or replace defective goods. Defective parts will be sent to NewRoniX ApS on request and for NewRoniX. Compensation parts are delivered freely by NewRoniX ApS. In addition to delivery of replacement parts, NewRoniX assumes no obligations in connection with the exchange. NewRoniX ApS grants 24 months' warranty (if not otherwise stated) from the date of delivery. Outside of the right of complaint, deficiencies due to wear, inadvertent or careless treatment and nuisance, and damage caused by incorrect assembly or non-compliance with operating regulations, fall due. In addition to the above, NewRoniX ApS has no liability as a result of identified deficiencies and cannot be held liable for damage to property, loss of production, operating losses or other losses that may arise due to the shortcomings and disadvantages that arise in connection with the repair of the defect.

**Supplier responsibility:** For personal injury that is proved solely due to erroneous construction, production or assembly by NewRoniX ApS, the Product Liability Act applies. NewRoniX ApS's products may not be resold for non-commercial use without special agreement in each case. Damage damages will only be compensated if it is proved that the damage has been caused by gross negligence at NewRoniX ApS in the design, production, subcontracting or assembly work, if assembly has been carried out by NewRoniX. NewRoniX' liability covers only direct property damage and thus no loss of earnings, operating losses or other indirect losses. For damage caused by installations that are being expanded, replaced or used for use other than the one to which the system was originally delivered, NewRoniX is solely responsible if the change is made by or approved by NewRoniX. To the extent that the buyer or the person to whom the buyer transfers it has taken out insurance, any liability for NewRoniX shall expire. To the extent that NewRoniX may be subject to product liability against third parties, the buyer is obliged to keep NewRoniX harmless to the same extent as NewRoniX' liability is limited. If a third party claims claims against one of the parties for liability, that party shall immediately inform the other party accordingly. NewRoniX and the buyer are mutually obliged to sue in the court which is seeking compensation claims against one of them on the basis of an injury allegedly caused by the delivery.

**Final provisions:** The jurisdiction of any dispute that may arise in connection with delivery and payment is NewRoniX ApS Residence. In the event that one or more of the above provisions may be invalid or misinterpreted by the courts, it does not concern the validity of the other provisions of the above-mentioned sales and delivery terms for NewRoniX.