

Terms and Conditions for Euro Heating ApS

1. PURPOSE AND SCOPE

1.1 These general terms and conditions establish the specific terms for Euro Heating ApS, CVR no.: 43835521 ("Supplier") delivery of standard as well as specially manufactured products ("Products") and consultancy services ("Services"), including in the form of advice and consulting services as well as repair and maintenance of refrigeration systems, as described in the agreement ("Agreement") entered into between the customer ("Customer") and the Supplier.

1.2 These terms and conditions ("Conditions") are applicable to all agreements entered into by the Customer with the Supplier, unless otherwise agreed in writing.

2. SCOPE OF SERVICES

2.1 The Supplier's services may consist of the delivery of Products as well as Services, the specific content and scope of which are described in the agreement entered into between the parties. The agreement may consist, for example, of an order confirmation and, if applicable, a task description.

2.2 The Supplier may at any time choose to have the task performed by subcontractors. However, this does not relieve the Supplier of its obligations under the Conditions or the Agreement.

3. OFFERS AND ACCEPTANCE

3.1 Specific offers from the Supplier are valid for 30 days from the date of the offer. An offer must be accepted in writing by the Customer and is only binding on the Supplier when the Supplier has confirmed the order in writing.

4. CANCELLATION

4.1 An offer/order confirmation regarding Products that are not in stock is always subject to the condition that the relevant Products can be obtained at market prices. If the Products cannot be obtained, the Supplier may cancel the offer/order confirmation for these Products without incurring any liability of any kind. The Supplier must immediately notify the Customer as soon as the Supplier becomes aware of this.

5. DOCUMENTATION AND GUIDANCE

5.1 The delivery of Products may include product descriptions, manuals, and user guides to the extent such materials have been prepared by the Supplier or the manufacturer. If it is a prerequisite for the Customer that such material is available, the Supplier must be informed of this no later than in connection with the Customer's order placement.

6. CUSTOMER'S OBLIGATIONS REGARDING SERVICE DELIVERIES

6.1. It is a prerequisite for the delivery of service that:

- The customer provides consultants and other contact persons with relevant information for the task at hand.
- If the work is to be carried out at the customer's premises, the customer provides the necessary and legal workplaces, equipped with necessary facilities, etc. according to the consultants' instructions.
- The customer participates in organizing the work, answering inquiries, and allocating resources so that the service can be delivered as agreed.
- The customer, to the extent necessary for the task at hand, gives consultants the necessary access to the customer's facilities, installations, and documentation according to the consultants' instructions.

7. DELIVERY TIME

7.1 The Supplier strives to meet the agreed delivery time specified in the Agreement, and if, contrary to expectations, this is not possible, the Supplier will immediately inform the Customer and keep the Customer informed of any new expected delivery time. If the delivery time cannot be met, the Supplier will attempt to mitigate any inconvenience caused to the Customer to the best of their ability. However, the Supplier assumes no liability for any delays.

7.2 If the delivery time is exceeded by more than 30 days and the delay is solely attributable to the Supplier or circumstances under the Supplier's control, the Customer is entitled to terminate the Agreement with reasonable notice by written notice to the Supplier.

7.3 Unless otherwise agreed, delivery of Products is deemed to have occurred when the Products are delivered/made available to the Customer from the Supplier's warehouse (ex-warehouse). For Service Deliverables, delivery is deemed to occur as Services are delivered/performed.

7.4 The Supplier assumes no responsibility for transportation/shipping, installation, implementation, etc., unless otherwise agreed. 7.5 In cases where the Supplier is to bring the Products and perform installation of the Products, for example, the delivery time is the time when the Products are physically handed over/made available to the Customer at the agreed delivery location.

7.6 For any installation work, the Customer will be invoiced based on the time spent at the Supplier's current list prices, unless otherwise agreed.

7.7 Upon the Customer's request and at the Customer's expense and risk, the Supplier may arrange for the transportation of Products.

8. THE RISK OF TRANSFER

8.1 The risk of the Products transfers to the Customer at the time of delivery.

9. PRICING AND INVOICING

9.1: Generally, all prices are in Danish Kroner, exclusive of taxes, public charges, and other possible levies such as environmental fees and freight, unless otherwise specified. All offers and prices are based on stable raw material and purchase prices. In the case of significant fluctuations in one or more raw material or purchase prices, the Supplier reserves the right to adjust any price according to an offer, the terms and conditions, and/or an agreement with such a price change with 14 days' notice. An increase in raw material or purchase prices that results in increased costs of 5% or more for the supplier is always considered a significant fluctuation that justifies a price adjustment.

9.2: The agreed price for ordered products is stated in the agreement between the parties. The supplier is entitled to invoice the customer for products when delivery has occurred. However, the agreement may state that the supplier is entitled to demand a deposit or advance payment.

9.3: The estimated scope of the agreed-upon services is stated in the agreement between the parties. However, the customer is always invoiced according to the supplier's actual time spent on the task, unless the agreement states that there is a fixed price. As a rule, the customer is invoiced for each started hour. However, the agreement may state that the supplier is entitled to demand a deposit or advance payment. The agreed remuneration for the supplier's services may be based on an hourly rate or daily rate (including overtime work, transportation, catering, and expenses), the size of which is stated in the supplier's general price list. If special hourly rates are agreed, these are stated in the agreement. Hourly rates and similar can be adjusted by the supplier at any time in the future with two weeks' notice until the end of a calendar month. If the customer wishes work to be performed outside normal working hours (Monday to Thursday from 8:30 am to 4:30 pm and Friday from 8:30 am to 3:00 pm), overtime work is invoiced at a rate of the agreed hourly rate with a 100% surcharge. The consultants' costs for transportation, accommodation, and meals in connection with the performance of work are invoiced separately according to government rates or equivalent to actual expenses according to documentation. The consultants' transportation time is invoiced at 50% of the agreed consultant hourly rate. However, if the transportation time is outside normal working hours, it is invoiced at 100%. The supplier is entitled to invoice the customer partly upon delivery of the respective services, partly monthly at the end of each calendar month, and when the task is completed. If the customer's circumstances mean that the agreed service cannot be provided, the customer is invoiced for the agreed number of hours minus the supplier's eventual other invoicing of the same consultant during the same period.

10. PAYMENT

10.1 If the Customer wishes to make objections to an invoice sent, this must be done within 14 days from the invoice date.

10.2 Invoices are due for payment 14 days after the invoice date.

10.3 In case of delayed payment, the Supplier is entitled to charge interest from the due date at 1.5% per month, with monthly interest accruals from the due date.

10.4 If the due date has passed, a reminder has been given, an additional 4 days have elapsed, and payment has still not been made, the Supplier is entitled to withhold further deliveries or parts thereof, or by written notice to the Customer, terminate the Agreement in whole or in part without further notice, as well as any other agreements entered into with the Customer. If the Supplier terminates the Agreement, the Supplier is entitled to compensation according to Danish law's general rules in this regard.

11. RESPONSIBILITY AS WELL AS ERRORS AND DEFICIENCIES

11.1 The seller's responsibility only covers deficiencies that become apparent within 12 months from the day the equipment was delivered.

11.2 The seller only covers the cost of defective parts and not labor when replacing them.

11.3 The seller does not cover the cost of new refrigerant required for repairing the system.

11.4 The buyer must provide written notice of a defect to the seller without undue delay after the defect has become apparent, and in no case later than 2 weeks after the defect has become apparent. The notice must include a description of how the defect has become apparent. Otherwise, the buyer forfeits the right to make claims in connection with the defect.

11.5 Repairs are made at the seller's location unless the seller has agreed that the defective part or possibly the equipment can be repaired or replaced at the buyer's location. In such cases, the buyer must bear the additional costs incurred by the seller in rectifying defects resulting from the equipment being in a location other than that of the seller.

11.6 The customer is obligated to examine and test the delivered equipment immediately after delivery.

11.7 The buyer may not, on the seller's behalf and at the seller's expense, rectify defects unless this has been agreed in writing between the parties. Damage in transit not reported to the carrier upon receipt of the goods is not the seller's responsibility. The seller has the right to rectify defects using alternative solutions provided that it does not change the usefulness of the purchased equipment.

11.8 The buyer's right to rescind the contract only applies if the delivered equipment has very significant defects. In addition to the right of rescission, the seller cannot be held liable unless the defect is due to the seller's gross negligence. If the seller carries out rectification or re-delivery, the seller has no further liability for defects, even if they were caused by reasons that existed before the transfer of risk, regardless of any demonstrated negligence on the part of the seller.

11.9 The supplier disclaims liability for program errors in subcontractors' software, including software incorporated into Products, and due to the lack of intellectual property rights and access to source code, the supplier will not be able to rectify errors in such software. For supplied software, the relevant software's license terms apply, and the customer can only enforce the default remedies set out in these license terms, which can only be asserted against the relevant subcontractor/licensee. If the customer wishes to assert errors regarding software, the error can be asserted against the supplier, who forwards the error description to the subcontractor. The supplier has no liability for such errors or whether they can be rectified. If the subcontractor rectifies the error, the supplier immediately forwards this information to the customer, possibly with a patch, fix file, update, etc. However, the customer is made aware that rectifying software errors may require the customer to enter into a service or update agreement, etc. with the subcontractor. If the customer complains about significant errors within the complaint period, cf. section 11.2, and the significant error is not rectified within a reasonable time thereafter, the customer may rescind the Agreement insofar as it concerns the defective software or Products in which the software is included and is a necessity.

11.10 If it is a continuous service, only termination for the future is possible.

11.12 If the customer complains about an error and it turns out that the supplier is not responsible for the error, the customer shall reimburse the expenses incurred by the supplier in this regard. If the supplier has used consultant hours to investigate such an error that cannot be claimed against the supplier, the supplier is entitled to invoice the customer for the time spent at the current list prices of the supplier.

11.13 If the customer breaches its obligations, the customer is obliged to compensate the supplier for its losses according to Danish law, including costs incurred and consultant hours spent in vain.

11.15 The supplier cannot be held liable in any way for:

the delivered product not having the desired value for the customer, the customer not achieving the desired results, or the delivered product not being suitable, unless the supplier has specifically assumed responsibility for a given result in the agreement, issues that can be attributed to the customer's failure to fulfill its obligations under the terms and conditions or agreement, errors arising from the customer's use of the delivered product in conjunction with other accessories that directly or indirectly affect the function of the delivered product, errors arising from changes or interventions in the delivered product that have not been carried out in accordance with the supplier's instructions, errors arising from the customer's systems, constructions, dimensions, safety regulations, etc. and errors or failure to comply therewith, errors arising from abnormal or non-prescribed environments/locations, including ambient temperatures, errors arising from the customer's lack of training or use of the delivered product in a manner other than prescribed, including according to any documentation provided, or due to negligence on the part of the customer, its personnel or third parties, or due to other circumstances beyond the control of the supplier, normal maintenance such as adjustments, normal wear and tear, or if the acquisition of consumables or supplies is required, restrictions on system functionality or development caused by the customer's uploading/insertion of software/programs, which affect the product delivered by the supplier, minor or excusable errors in advice, as well as errors in advice resulting from the supplier not having received all relevant information to provide complete advice.

11.16 Unless specifically agreed in writing, the supplier assumes no responsibility for compliance with one or more standards, certifications, approvals, etc., including but not limited to DS/EN-378 (European standard that prescribes safety requirements for people and objects, provides guidance on environmental protection, and prescribes procedures for operation, maintenance and repair of refrigeration systems and recovery of refrigerants, etc.).

12. PRODUCT LIABILITY

12.1 The Supplier is liable for the Product for a maximum of one year from the date of purchase, unless otherwise agreed.

12.2 The Customer is at all times obliged to seek any product liability related to Products originating from the Supplier's subcontractors, such as LG, Panasonic or Rivacold, directly from the subcontractor. The Supplier cannot be involved in such a product liability case if the subcontractor is held liable but cannot satisfy the Customer's claim.

12.3 For property damage, the Supplier is not liable for damage caused by Products to real property or movable property that occurs while the Product is in the possession of the Customer or a third party, unless mandatory rules provide otherwise. The Supplier is also not liable for damage to products manufactured by the Customer, or products in which the Products are incorporated, unless mandatory rules provide otherwise.

12.4 If a third party makes a claim against one of the parties for product liability, that party must immediately notify the other party in writing. The parties are mutually obligated to be sued in the court or arbitration board that handles claims for compensation that have been raised against one of them based on damage or loss alleged to have been caused by the Product. However, if the Supplier so requests, the mutual relationship between the parties in this agreement must be resolved in accordance with clause 21 below.

13. LIABILITY LIMITATION

13.1 Since this is a sale to companies and commercial trade between companies with a CVR number and not private consumers, normal "consumer rights" do not apply!

13.2 In no event shall the Supplier be liable, regardless of the degree of negligence, for any indirect loss of any kind, including but not limited to loss of use, lost profits, loss of data, or the Customer's costs for third-party assistance, as well as other indirect loss or consequential damages.

13.3 In the event that the Supplier incurs liability for damages, notwithstanding the above, the liability for damages will always be limited to the net price of the Agreement in question, but not exceeding an amount of EUR 6.500 per Agreement entered into.

14. FORCE MAJEURE

14.1 Neither party can be held liable for circumstances deemed to be force majeure, including but not limited to war, riots, rebellion, general strike, fire, natural disasters, currency restrictions, import or export bans, interruption of normal transportation, interruption or failure of energy supply or communication lines, prolonged illness or death of key employees, extensive virus, malware or other forms of hacker attacks, and occurrence of force majeure with subcontractors.

14.2 In the event of force majeure, the affected party shall promptly notify the other party that a force majeure situation has occurred, and keep the other party informed thereof. The other party may then request any schedules to be postponed and renegotiated.

14.3 Notwithstanding the foregoing, either party may terminate the Agreement without liability by written notice to the other party if the performance of the Agreement is hindered by force majeure for more than 6 months.

15. MARKETING

15.1 The Supplier is entitled to use the Customer as a reference for marketing purposes unless otherwise agreed.

16. CONFIDENTIALITY

16.1. In connection with the performance of the task, both parties may have access to confidential and internal information from each other. Both parties undertake to treat the received information confidentially and to use it solely for the purpose for which it was given, by themselves, their employees, and subcontractors. This provision shall remain in force indefinitely.

17. PROPERTY RETENTION

17.1 All services are sold with property retention. The ownership of the sold item only passes from the Supplier to the Customer when the Supplier has received full payment, according to the Agreement.

17.2 Until the property ownership has passed to the Customer, the Customer undertakes to properly take care of the delivered item, including keeping it stored and maintained according to regulations, keeping it insured for fire, theft and water damage for its full value, and not making any changes to the item without the Supplier's prior written consent.

17.3 The Customer undertakes not to move, pledge, rent, lend or otherwise dispose of the delivered item without the Supplier's prior consent until the property ownership has passed to the Customer.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 Products and Services. All intellectual property rights, including full copyright, to Products and the results of the provided Services (including reports, documentation, etc.) belong solely to the Supplier. Unless otherwise agreed between the parties, upon full payment of the Supplier's fee, the Customer only acquires a non-transferable right to use the intellectual property rights, including a right to use copyright-protected material, documentation, etc., prepared by the Supplier in connection with the delivery of the Product as well as the execution of the Service. The Customer therefore only has the right to use the delivered material. The Customer does not acquire the right to modify, further develop, reproduce or transfer copies of the Supplier's intellectual property

rights to third parties without prior written consent from the Supplier, except in cases where such a right is granted to the Customer in mandatory legal provisions. Furthermore, the Supplier has the right to use the know-how, etc. developed in connection with the execution of the work in other contexts.

18.2 Software. If the Customer acquires software, including incorporated in Products, only the rights - often only a right to use - on the terms set out in the software's license terms are acquired. The Customer is bound by and obliged to respect the Supplier's and any subcontractor's applicable license terms, including that the Customer often only acquires a non-transferable and non-exclusive right to use the software. The Customer is otherwise aware of and agrees to comply with Danish law's rules on the handling of software protected by copyright at any time.

19. TRANSFER

19.1 The Supplier is entitled to transfer rights and obligations under the Terms and the Agreement without the Customer's consent.

19.2 The Customer is entitled to transfer rights and obligations under the Terms and the Agreement after obtaining the Supplier's prior written consent.

20. CHANGES AND PRIORITY

20.1 Any changes to these Terms or the Agreement can only be made in writing either by preparing a new agreement or by a written and signed supplement to these Terms or the Agreement.

20.2 In case of discrepancies between these Terms and the Agreement, the Agreement shall take precedence.

21. LAW AND VENUE

21.1 The Conditions and the Agreement as well as any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with Danish law, except for choice of law rules that may lead to other legislation than Danish law, with venue at the Supplier's then current domicile in the first instance.

22. 14-DAY RIGHT OF CANCELLATION

22.1 We understand that sometimes customers may change their minds or find that the product they ordered does not meet their expectations. To accommodate such situations, Euro Heating allows customers to exercise their right of cancellation within 14 days of receiving the ordered product(s). During this 14-day period, customers have the right to withdraw from the purchase contract without providing any reason. To initiate the cancellation process, customers should notify Euro Heating of their decision to cancel the order by contacting our customer support team through the provided contact details on our website.

Upon receiving the cancellation notice, we will guide customers through the return process and provide necessary instructions for returning the product(s). It is important to note that the product(s) should be returned in their original condition, unused, and with all the original packaging and accessories. Once we receive the returned item(s) and verify their condition, we will issue a refund to the original payment method within a reasonable timeframe.

23. 2-YEAR RIGHT OF COMPLAIN

23.1 At Euro Heating, we stand behind the quality and durability of our products. In accordance with the applicable consumer protection laws, we offer a 2-year right of complaint on all purchases made through www.euro-heating.eu.

This means that if customers encounter any defects, malfunctions, or non-conformities in the purchased product(s) within the 2-year period from the date of delivery, they are entitled to file a complaint. To exercise this right, customers should contact our customer support team, detailing the issue they are facing with the product(s).

Our customer support representatives will then guide customers through the complaint handling process, which may involve troubleshooting steps, requesting additional information or evidence of the issue, or organizing the return of the defective product(s) for inspection and repair or replacement. It is essential to note that the right of complaint does not cover damages caused by improper use, accidents, or normal wear and tear. However, if the complaint is found to be valid, Euro Heating will take appropriate actions to rectify the issue and ensure customer satisfaction.

Euro Heating ApS

Aarhus, Denmark 2023

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