

Terms & Conditions

August 9th 2024

All supply from SANI Membranes A/S, Ryttermarken 8, 3520 Farum, Denmark ("Seller") shall be carried out in accordance with "Orgalime's general conditions for supply of mechanical, electrical and electronic products 2022" (**Orgalime S 2022**) unless stated otherwise below or in Order Confirmation.

Any other terms or conditions in the order or acceptance submitted by the Buyer/user/receiver/purchaser ("Buyer") shall not apply unless a separate written agreement has been entered into with the Seller. An agreement between the Seller and Buyer shall only be considered valid once the Seller has forwarded an order confirmation to the Buyer.

1. Offer and Prices

Offers submitted by the Seller shall remain valid for no more than 30 days from the date of issue.

Submitted offers are subject to other sale and sub-suppliers' actions and the Seller is entitled to rescind the offer without the Buyer being able to take legal action in this regard.

Buyer must be a professional business and be capable of installing and handling of type of goods supplied by Seller.

Prices do not include VAT, fees, additional charges, packaging etc. unless otherwise stated in writing. The Seller shall be entitled to adjust the agreed prices for supply that have not been delivered in the event of changes in the currency exchange rate, price increases from sub-suppliers, legislative changes, or the like.

2. Terms of Delivery

Delivery shall be ex works, Farum, Denmark unless other terms are agreed and confirmed in the Order Confirmation.

Shipping is made at the Buyer's expense and risk. If no other agreement is in place, the Seller is entitled to select the means and route of transport.

3. Delivery time

Any delivery made within five business days before or after the specified date of delivery shall, in every respect, be considered an on-time delivery, unless otherwise agreed. The date of delivery shall be subject to deliveries from the Seller's sub-suppliers, as well as to instances of force majeure, cf. Orgalime S 2012, section 41.

4. Terms of payment

The terms of payment are specified in the order confirmation. Unless otherwise agreed, payment is due in full upon the goods being ready for shipment, with the standard Incoterm being EXW (Ex Works). A 5% interest rate per month will be applied to any outstanding amounts beginning from the first day of the month following the payment due date.

The Buyer shall remit payment within thirty (30) days from the date the invoice is issued. If payment is not received by the due date, the Seller reserves the right to apply applicable reminder and penalty fees until full payment is made.

5. Return packaging

Standard boxes or other packaging that are charged separately shall be credited provided they are returned post-free and in undamaged and acceptable condition.

6. Machinery Directive and Conformity

It is the Buyer's responsibility to ensure that supply as component and its function meet the requirements set-forth in the Machinery Directive 2006/42/EC and any B and C standards for machine design, as well as general rules and safety requirements for systems and their components.

The products are produced for the European Market and conforms to EU rules and regulations. If Buyer is outside the EU, all responsibility for adherence to local rules is the sole responsibility of the Buyer, and Seller can in no way be held product responsible.

7. Claims processing

Goods returned due to a complaint, must be sent to Sani Membranes A/S, duly packed and without any physical damage unless otherwise agreed. If the complaint is approved, the goods are repaired and returned to the customer at the delivery address specified in the original order acknowledgment. Alternatively, the customer is credited a pro-rata (based on 12 months warranty) amount corresponding to the original invoiced amount.

If the complaint results in a rejection, the Buyer may subsequently be invoiced for the time spent for the complaint handling, plus any freight costs included in the case.

8. Product liability

The Seller cannot be held liable for product damages, OR ANY DERIVED OR CONSEQUENTIAL DAMAGES, FROM THE INSTALLATION; OPERATION OF, DECOMMISSIONING OR DISPOSAL OF THE PRODUCTS - regardless of the nature of the damage and its cause, beyond what may be covered by the Seller's product liability insurance (by a reputed Danish insurance company).

The Buyer is obligated to notify the Seller in writing, without undue delay, in the event of any product liability damage or the risk that such damage will occur. To the extent that the Seller may be held liable to a third party, the Buyer is obligated to hold the Seller indemnified to the same extent to which the Seller's liability is limited in relation to the present stipulation.

10. Applicable Law and Jurisdiction

These General Conditions and all sales and deliveries made by Seller shall be governed by the laws of Denmark, without giving effect to the country's choice of law rules. Any disputes arising from these terms of sale and delivery, which cannot be solved amicably, shall be subject to the exclusive jurisdiction of the Danish Maritime and Commercial High Court in Copenhagen, Denmark.

11. Warranty terms

The Seller shall provide warranty for the quality of the supply for a period of 12 months. The warranty term shall commence on the day of ready to use of the supply however not longer than 18 months from date of ready to ship or date shipping from Seller or Sellers sub-supplier, independent if the supply was shipped with minor, not use obstructive defects. The warranty does not cover consumable things such as movable gaskets, drive belts, faulty installation, faulty use, wear of connections and hoses etc.

12. On Supply of Goods to any one or any place outside EU, such as to USA or Canada.

The products are produced for the European Market and conforms to EU rules and regulations. This means, as an example, that the Goods are with metric standard items, that power is for 230V/ 50Hz or 400V/3phase/50Hz, that pressure ratings are in Bar etc. unless otherwise specifically mentioned in Order Confirmation from Seller. If Buyer is outside the EU, all responsibility for adherence to local rules is the sole responsibility of the Buyer, and Seller can in no way be held product responsible.

13. Seller shall not be liable for incidental or consequential damages.

14. Before you as buyer plug in or cause to be plugged in any supply (product/unit/system/etc.) from Seller, Buyer shall make sure that the supply is properly installed (as per instructions and as per local regulations) in an area appropriate for its use and

- that only qualified and trained personnel have access to the supply
- that all and more warnings listed in the manual are considered and mitigated
- that the supply is to be used only for the intended and legal purposes
- it is properly connected to the right type of grounded electrical outlet

15. Buyer must reimburse seller for every auditing day (for both announced and unannounced audits) with an expense allowance to the current amount of EUR 10,000.00 plus statutory VAT if due. Each auditing day is assumed to have a duration of 8 hours.