

# Sales and Delivery Terms and Conditions

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These Terms of Sales and Delivery (hereinafter referred to as "The Terms" govern all purchases from ViroGates A/S, Banevænget 13, DK-3460 Birkerød, Denmark, VAT number: DK-25734033 (hereinafter referred to as "ViroGates") to the Customer (hereinafter referred to as "The Customer") unless other terms have been notified or agreed. ViroGates reserves the right to change The Terms at any time.

## Orders

All purchases shall be made by written purchase orders submitted by the Customer to ViroGates.

After receiving the Customers purchase order, an order confirmation will be issued by ViroGates and sent to the Customer by e-mail. All order confirmations must be checked by the Customer immediately, and errors must be reported to ViroGates as soon as possible.

ViroGates shall confirm or reject a purchase order within 3 business days of receipt.

The Customer shall accept or reject a purchase order confirmation within 1 business day of receipt, failing which the order confirmation shall be deemed to have been accepted by the Buyer.

It is not possible to cancel orders once it has been accepted.

## Prices

The price listed in the quote is based on the price of materials, salaries, exchange rates, duties, taxes, etc., at the time of the quote. In case of changes to such, ViroGates reserves the right to adjust the sales price of an order. If the customer cannot accept such a price adjustment, the customer may cancel the order.

## Payment

ViroGates reserves the right to demand full or partial advance payment.

Delivered goods remain the property of ViroGates and ViroGates will retain full title over the delivered goods until the full purchase price including delivery charges as well as interest's payable in arrears is fully paid. The buyer has an obligation to clearly mark the delivered goods as being the property of ViroGates until full payment has been made.

Conditions of payment are stated on the invoice. If the customer does not pay in full on the due date, ViroGates is entitled to charge interest payable on arrears at a rate of 1,5% per month or part thereof.

## Delivery Terms

An estimated shipment date/delivery date will be stated on the order confirmation.

Should ViroGates learn that it is not possible to ship the goods within the agreed period, the customer will be informed of the delay as soon as possible and informed of the new shipment date. If the delay in shipment exceeds 30 days and is not due to force majeure, the customer is entitled to cancel the order. The customer is not entitled to make further claims against ViroGates in cases of e.g. delay.

ViroGates cannot be held accountable for shipment problems in cases of force majeure. In case of force majeure, delivery schedules may be prolonged.

## Shipment

Deliveries will be shipped from the ViroGates or affiliated warehouses. ViroGates reserves the right to make delivery in installments.

The Customer is obligated to inspect the packaging upon receipt of the goods and check that the number of packages corresponds to the delivery note.

When distinctly agreed that ViroGates is responsible for delivery, the following is applicable: If goods and/or packaging are damaged upon receipt, the recipient shall make a remark of this on the delivery note. Any visible damage incurred during transport must be reported directly to ViroGates no later than 2 days after receipt.

## Complaints

Any complaints must be filed in writing no later than 7 days after receipt of the goods. Any complaints received later than this date cannot be considered unless it is a question of manufacturing defects, as stated in the Danish Sale of Goods Act (Købeloven).

If case of defects, ViroGates may choose to repay the purchase price, repair, or replace the product with a comparable product. A repaired or replaced comparable product may differ to some extent from the original product in appearance and function.

The buyer is not entitled to cancel the order or demand a proportionate discount without the consent of ViroGates.

The customer is not entitled to make financial claims against ViroGates in cases of non-conformity.

## Right of Complaint

ViroGates provides a 2-year right to complaint following the rules of the Danish Sale of Goods Act. The right of complaint is valid from the date of the original invoice, and the right of complaint does not apply in the following situations:

- If the product has been stored, assembled, or installed wrongly,
- If the product has been abused or misused,
- Altered or cleaned using the wrong cleaning methods,
- Damage due to normal wear and tear, cuts and scratches, or damage caused by impact or accidents,
- Discoloring, change of color, etc., caused by means that have a material changing effect, such as sunlight, etc.,
- Imperfections of minor character which does not have any substantial effect on the appearance of the product,
- If the product has been placed outdoors or in a humid environment, • Natural variations in the materials used,
- Uninventable or expected aging of the product (e.g., where plastic parts are discolored or brittle as part of the natural aging process),
- Errors and defects in electronic equipment which lie within an acceptable error margin,
- In cases of consequential or incidental damage.

## Force Majeure

ViroGates is not liable for any delays or breach of contract that are due to any event outside its reasonable control (force majeure).

## Product Liability

ViroGates can only be held responsible for any material damage caused by its products if it can be proved that such damage is due to negligence on the part of

ViroGates or of its employees. ViroGates can in no way be held responsible for business interruption, operational losses, losses resulting from delays, loss of profit, and other similar indirect losses and/or financial consequences arising from such damage.

## Limitation of Liability

In the event that ViroGates is deemed to be liable towards the customer, such liability shall be restricted as set out in these sales procedures. Furthermore, ViroGates shall not be liable for business interruption, operational losses, losses resulting from delays, loss of profit, and other similar indirect losses and/or financial consequences.

## Recalls

The decision to recall a batch of products rests with ViroGates, but ViroGates will take any advice from the Buyer into consideration. If user safety is the issue, a recall will always be implemented. ViroGates will decide the nature and urgency of a recall of the product, when appropriate, following discussions with the Competent/Regulatory Authority. Once the decision to recall a batch of Products has been taken, the recall will be initiated by ViroGates.

## Law and Venue

Any dispute arising out of or in connection with this Agreement that cannot be settled amicably by the Parties shall be resolved under the laws of Denmark at the City Court of Copenhagen.

## All Rights Reserved

ViroGates is not responsible for any printing errors and price changes. ViroGates reserves the right to make changes or to terminate the manufacture of any model without prior notice.