GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Definitions

1.1. Unless otherwise indicated by the text or otherwise by the circumstances, these General Terms and Conditions of Sale and Delivery shall be subject to the following definitions:
"'METRO THERM" refers to METRO THERM A/S, with CVR no. 20567112, headquartered at Rundinsvej 55, 3200 Helsinge, and also includes the affiliated trademarks Genvex and KVM-Conheat, operating from the address Sverigesvej 6, 6100 Haderslev. Any references to METRO THERM in this document therefore include these trademarks unless otherwise specified.
"Buyer" shall refer to the company or the enterprise that has placed an order with METRO THERM.
"Product" shall refer to one or more products or services offered by METRO THERM.
"Sales and Delivery Terms" shall refer to these Terms and Conditions of Sale and Delivery, including any appendices thereto.
1.2. METRO THERM A/S operates activities under the three trademarks METRO THERM, Genvex, and KVM-Conheat. These Terms and Conditions apply to all three brands and govern agreements and transactions with METRO THERM A/S as the legal entity.

2. Validity

2.1. Unless otherwise agreed, the Sales and Delivery Terms shall apply to all orders, order confirmations, sales and deliveries of Products from METRO THERM.
2.2. Whether the Buyer has referred to general terms and conditions of purchase or other standard terms used by the Buyer or not, the Buyer's general terms and conditions of purchase or other standard terms shall not be applicable to purchases of any Products from METRO THERM by the Buyer.
2.3. METRO THERM reserves the right to amend these Sales and Delivery Terms. The Sales and Delivery Terms applicable at any time are available at www.metrotherm.dk, www.genvex.com and www.kvm-conheat.com.

3. Offers, Orders and Acceptance

3.1. All offers by METRO THERM, including offers posted on the METRO THERM websites (at www.metrotherm.dk, www.genvex.com and www.kvm-conheat.com), shall signify only an invitation to the Buyer to place an order with METRO THERM.
3.2. METRO THERM shall accept only orders in writing from the Buyer, and such orders, once placed, shall be binding for the Buyer for a period of 8 days.
3.3. A binding agreement shall be signed once the Buyer has received an order confirmation in writing from METRO THERM.
3.4. If METRO THERM submits an offer that does not contain an acceptance deadline, the offer shall lapse if it is not accepted by the Buyer within 30 days of the offer date.
3.5. Where an order confirmation from METRO THERM deviates from the Buyer's order and the Buyer does not accept the deviation, the Buyer shall, within 8 days of the date of the order confirmation, give METRO THERM notice in writing thereof. In the absence of such notice, the order confirmation shall apply.
3.6. Amendments or supplements to the original order are binding for METRO THERM only if METRO THERM has given the Buyer a confirmation for them in writing.

4. Product Information

4.1. Product information, including prices, drawings, specifications and the like as well as other details in catalogues, advertisements, promotional materials or elsewhere, including information posted on the METRO THERM website, is not legally binding and shall be regarded as being indicative only.
4.2. METRO THERM retains the title to all drawings and technical specifications that are made available to the Buyer, and these may therefore be used only for the operation and maintenance of Products delivered by METRO THERM. Such materials may not be copied, reproduced, communicated or otherwise handed over to unauthorised third parties. The materials shall be returned to METRO THERM after the end of the business engagement.

5. Prices and Payment Terms

5.1. Prices in offers, order confirmations and other references are stated in EUR exclusive of VAT etc.
5.2. METRO THERM reserves the right to change the prices in any price lists, brochures, websites, and the like without prior notice.
5.3. METRO THERM reserves the right to implement price changes up until the delivery date as a consequence of documented changes in currency exchange rates, customs duties, taxes, fees, charges, and the like as well as changes in prices charged by subcontractors to METRO THERM.
5.4. Payments shall be claimed by invoices and made within the payment deadline specified in the respective invoice. Invoices are issued by METRO THERM regardless of which trademark the agreement relates to (METRO THERM, Genvex, or KVM-Conheat).
5.5. If payment is made after the due date specified in the invoice, the Buyer shall pay interest on the amount due at the rate of 2.5 % per full or partial month. METRO THERM is in addition entitled to charge a reminder fee of EUR 30.00 per reminder and a compensation amount in accordance with the provisions of the Danish Interest Act.
5.6. If payment is made after the due date, METRO THERM reserves the right to make future deliveries to the Buyer subject to cash payment or prepayment.
5.7. The Buyer is not entitled to issue counterclaims, if any, against METRO THERM and is not entitled to withhold any part of the purchase price of the Product on account of counterclaims of any kind.
5.8. Shipping and handling fees always amount to a minimum of DKK 150, regardless of the invoice value.

6. Retention of Title

6.1. METRO THERM retains the title to the Product being sold until the purchase price, including interest and any expenses, has been paid in full. The Buyer is not entitled to enter into any transactions that would compromise METRO THERM's title to the goods.

7. Delivery Terms

7.1. Deliveries shall be made ex works (either from Rundinsvej 55, DK-3200 Helsinge or Sverigesvej 6, DK-6100 Haderslev) in accordance with Incoterms 2010.
7.2. The delivery time may be agreed to be a specific date or within a specific period of time. METRO THERM reserves the right to make changes to the delivery time if the Buyer fails, within a reasonable period of time prior to the delivery time, to provide all information or details that are necessary for the execution of the order.
7.3. If METRO THERM has undertaken in addition to arrange for shipping according to an explicit request from the Buyer, the Buyer becomes liable for the Product as in the case of a sale made ex works. METRO THERM shall not be liable for any damage caused to the Product during transport.
7.4. If METRO THERM undertakes, on the Buyer's behalf, to arrange for the transportation of the goods in accordance with the Buyer's express order and instructions, METRO THERM in no way guarantees that the transportation will be carried out at the lowest cost for the Buyer.
7.5. METRO THERM shall arrange for insurance only if expressly agreed with the Buyer. As a general rule, a standard insurance policy will be the only insurance secured unless other coverage is specified in the agreement.

8. Delay

8.1. If the delivery is not made by the agreed delivery time, the Buyer may claim delivery by notice in writing to METRO THERM and define a reasonable delivery deadline that may not be shorter than 6 weeks. Where METRO THERM does not complete the delivery within this extended deadline and such failure is unrelated to conditions that are the responsibility of the Buyer, the Buyer may, by notice in writing to METRO THERM, cancel the portion of the order that is delayed.
8.2. However, if successive deliveries have been agreed, the Buyer is not entitled to cancel the subsequent deliveries unless the Buyer documents that METRO THERM is unable to complete the subsequent deliveries by the agreed deadlines.
8.3. Under no circumstances may METRO THERM be held liable for operating losses, loss of time, loss of profit or any other indirect losses and repercussions as a result of a delayed delivery of Products by METRO THERM unless METRO THERM has acted with intent orgross negligence.

9. Failure to Collect Goods

9.1. Where the Buyer, after the delivery deadline, fails to collect the Product or provide instructions about shipping, METRO THERM is entitled to arrange for the storage and insurance of the Product at the Buyer's expense.
9.2. Where the Buyer fails to collect the Product despite a request in writing, METRO THERM is entitled to sell the Product on the Buyer's behalf at the best possible price. This applies also to parts that are custom made in accordance with the Buyer's instructions.
9.3. Where METRO THERM incurs losses in connection with the Buyer's failure to collect the delivery, METRO THERM is entitled to compensation.

10. Complaints and Duty of Inspection

10.1. The Buyer shall examine the Product on receipt. Defects that are discovered or should have been discovered in connection with such an examination or that are discovered later on shall be brought to METRO THERM's attention in writing immediately and not later than 5 days after the defect has been or should have been discovered.
10.2. The Buyer may issue a complaint about the delivery within 12 months of the delivery date.

11. Defects

11.1. Faults in the Product resulting from defects in materials and/or production shall, at the discretion of METRO THERM, be rectified either by fixing the defect or by redelivering the Product provided that the Buyer has issued a proper and timely complaint respecting the fault in accordance with subsections 10.1 and 10.2. The Buyer may not claim any other defects and is therefore not entitled to claim compensation or reimbursement for losses and expenses that may have been incurred by the Buyer in connection with rectification or redelivery by METRO THERM.
11.2. Defects arising from improper use, inadequate maintenance, improper installation, connection or operation, accident, lightning, voltage variation, incorrect operation, general electrical disturbances or repairs that are not carried out or initiated by METRO THERM shall not be covered by METRO THERM's liability for defects.
11.3. Where rectification or redelivery in accordance with subsection 11.1 does not take place within a reasonable period of time, the Buyer is entitled, subject to the provisions of Danish law

and these Sales and Delivery Terms, to have the repairs performed by a third party at METRO THERM's expense, on condition that the repair work is appropriate and reasonable and that METRO THERM has accepted and approved the work in writing. Where such repairs are performed by third parties, METRO THERM's liability shall be limited to the direct expenses incurred in connection with the repair of the Product, and METRO THERM's liability for repairs performed by third parties may never exceed the purchase price of the Product.
11.4. A replacement or repair of Products shall give the Buyer a renewed 12 month's period to complain about delivery. Subsequently, any replacement or repair shall then be subject to general statute of limitations provisions.

12. Product Liability
12.1. As for damage to property and personal injuries resulting from a defect in the Products delivered by METRO THERM (product liability), METRO THERM is liable only to the extent such liability is based on the mandatory provisions of the law. METRO THERM may not be held liable for any damage to the Buyer's property or other possessions intended for commercial use.
12.2. The Buyer shall indemnify METRO THERM for any claims for damages regarding product liability made against METRO THERM by third parties to the extent METRO THERM is not liable to the Buyer subject to these Sales and Delivery Terms.
12.3. Under no conditions shall METRO THERM be liable for any operating losses, loss of time, loss of profit or other indirect losses and repercussions caused by the delivery by METRO THERM of a defective Product to the Buyer unless the Buyer can document that METRO THERM has acted with intent or gross negligence.

13. Force Majeure
13.1. METRO THERM disclaims any liability for the non-fulfilment of an order arising from force majeure circumstances such as natural disasters, war and mobilisation, rebellion, riots, strike, lockout, any other form of industrial action, intervention by a public authority/government, pandemic, import or export restrictions, fire, damage to the METRO THERM production plant, missing or incomplete deliveries by subcontractors, etc. or from any other condition that is beyond the control of METRO THERM.
13.2. Where fault-free or on-time delivery is prevented temporarily because of one or more of the above circumstances, the delivery time shall be extended by a period that corresponds to the duration of the respective obstacle. Missing or delayed deliveries of materials from subcontractors shall be regarded as a force majeure event that extends the delivery time specified by METRO THERM. If the obstacle prevents a delivery from taking place or makes a delivery possible only with disproportionately large expenses, METRO THERM reserves the right to cancel the respective order.

14. Product Returns
14.1. Return of Products to METRO THERM are only accepted for current standard products and only with prior written approval from METRO THERM and in unopened and undamaged packaging. It is a requirement that returned products are marked with the case number provided by METRO THERM. Otherwise, the Product will be returned.
14.2. The expenses arising from returns shall be covered by the Buyer.
14.3. Returned Products shall be refunded based on the original sales price, but with a deduction for making the Product resaleable. Such a deduction shall be determined after receipt of the Product and an assessment of its condition. However, the deduction shall as a minimum be equal to 20 % of the sales price.
14.4. The right of return in accordance with subsection 14.1 applies for 3 months from the delivery date.

15. Warranty
15.1. Warranty is managed by METRO THERM on behalf of the trademarks METRO THERM, Genvex and KVM-Conheat.

15.2. METRO THERM offers a 2-year warranty (from the documented date of delivery) on all products.

15.3. Section 15.1 only applies under the following conditions:

- For containers, the anode must be functional at all times.
- The installer has filled out and submitted the complaint form on the METRO THERM website corresponding to the product's brand before commencing any repairs or replacements, and an agreement on the extent of the repairs has been made in writing.
- The installer has posted pictures of the full installation - e.g. safety unit, buffer tanks, external pumps etc.
- The installer has posted pictures of any nameplates on the products in the installation.
- If METRO THERM decides that a defective product or unit needs to be returned to METRO THERM, it is the installers responsibility to ensure that this is done within 20 working days from the day of the notice.
- Invoices for work performed (travel time, work time and use of materials) should be submitted to METRO THERM. Invoices for work performed will be paid only when the above-mentioned items have been submitted, and upon receipt by METRO THERM.

15.4. The warranty does not cover:

- General service and maintenance work.
- Compensation for, or costs of, items other than the above mentioned, or compensation for personal injury caused by any product defects.
- Replacement of parts due to normal wear.
- Cases where the product has been connected to other temperatures, voltage or pressure than those that are indicated on the nameplate.
- Damage caused by freezing, lightning or dry-cooking, dust, or destruction due to calcification, overpressure, or exposure to acidic or basic environments.
- Cases where any repairs, or other interventions, have been made to the product apart from general, appropriate installations, and where said repairs are the cause of the damage.
- Calcification of district heat exchangers and high-power containers, as calcification is often caused by incorrect settings or improper use of the product.
- Damage caused by leaking water and undisclosed water installations.
- Damage caused during transportation. Notify the carrier of any damages that occur during transit.
- Increased or extra costs in relation to work carried out on weekends or holidays, or outside normal working hours.
- Damage due to failure to maintain or inspect the product. The warranty does not cover groundwater pumps, domestic water pumps or air-water heat pumps unless mandatory annual inspections of the product have been carried out. Mandatory inspections must be documented at all times.
- Cases where the product is located in a place where it cannot be immediately serviced. If the product is difficult to access, METRO THERM is not responsible for any related additional expenses.
- Cases where the product is not installed in accordance with current regulations (cf. the installation and operating instructions for the product).
- Cases where the product is not installed with appropriate safety assembly supplied by METRO THERM

15.5. The warranty terms that are currently applicable at a given time can be downloaded at www.metrotherm.dk, www.genvex.com and www.kvm-conheat.com. You can also find our management system certificates there, in accordance with DS / EN ISO 9001, DS / EN ISO 14001 and DS/ISO 45001.

16. Export
16.1. The Buyer is responsible for ensuring that the purchased Product may legally be used in the Buyer's home country and for the purposes intended by the Buyer, including obtaining any required approval of the Products by public authorities or individuals for import and use.
16.2. The Buyer shall be solely responsible for any and all costs related to letters of credit and for expenses related to externally verified documentation.

17. Partial Invalidity
17.1. Should one or more of the provisions of these Sales and Delivery Terms be declared invalid or illegal or prove inapplicable, there shall be no impact on the validity, legality and applicability of the other provisions.

18. Assignment of Rights and Obligations
18.1. METRO THERM is entitled, without the Buyer's consent, to assign to third parties all of its rights and obligations with regard to the fulfilment of an order .

19. Governing Law and Venue
19.1. All disputes between METRO THERM and the Buyer that may arise in connection with these Sales and Delivery Terms, including disputes related to the existence or validity of an agreement or the interpretation of these Sales and Delivery Terms, shall be settled according to Danish law. However, the provisions of Danish international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be disregarded.
19.2. All disputes that may arise in connection with the business relationship between the parties, as governed by these General Terms and Conditions of Sale and Delivery and that cannot be settled amicably shall be settled by arbitration at the Danish Institute of Arbitration in accordance with the regulations of the Institute applicable at the time the arbitration proceedings are initiated.

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