



# General Terms and Conditions of Sale and Delivery of HiFlux Filtration A/S

## 1. Definitions

1.1. These definitions will apply in these Terms and Conditions of Sale and Delivery:

"Contract" means the agreement between HiFlux Filtration A/S and the Customer

"Customer" means the company which has placed an order with HiFlux Filtration A/S

"Goods" means the products ordered by the Customer from HiFlux Filtration A/S

"Parties" means HiFlux Filtration A/S and the Customer

"Product" means any product provided by HiFlux Filtration A/S

"Terms" means these General Terms and Conditions of Sale and Delivery of HiFlux Filtration A/S

## 2. General

2.1. The Terms shall apply to all Contracts unless HiFlux Filtration A/S (HiFlux) has confirmed alterations of one or more conditions.

2.2. The applicability of any general terms of the Customer is explicitly excluded, unless HiFlux and the Customer agrees otherwise in writing.

## 3. Formation of the Contract

3.1. HiFlux is only bound by written offers and quotations for 30 days after submission hereof. If a written notice of accept by the Customer of an offer or quotation is not received by HiFlux within 30 days, the offer or quotation lapses.

3.2. The Customer can cancel no accepted offers or quotations without prior written agreement with HiFlux. If the Customer's cancellation occurs, the Customer shall indemnify HiFlux for all reasonable costs, expenses and losses sustained because of the cancellation.

## 4. Specifications and prices

4.1. All information on weight, dimensions, capacity, price, technical and other data stated in catalogues, prospectus, circulars, advertisements, illustrated matters and price lists is only intended to be guiding and non-binding information. Such information is only binding to the extent stated in the order confirmation or in other agreements expressly referring to such information.

4.2. All prices shall be stated exclusive of VAT and delivery costs unless anything else has been agreed in writing or stated in the invoice. The Product price is exclusive of packing and packing costs, handling and forwarding.

4.3. All costs for packing material, pallets, packing costs and handling are invoiced to the Customer. The costs will be shown separately on the invoice or invoiced after dispatch.

4.4. If HiFlux orders transportation on behalf of the Customer from the place of delivery, the Customer is, despite such transportation measures taken by HiFlux, responsible for insurance of the Goods from the time of delivery as the delivery term is FCA. All costs for transportation in such cases will be invoiced to the Customer besides the costs in clause 4.3.



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- 4.5. If a Contract has been entered into in another currency than Euro or DKK HiFlux reserves the right to adjust the prices because of exchange rate fluctuation before payment in full.
- 4.6. HiFlux reserves the right to adjust prices without prior notification if, after issuing the order confirmation, but before the invoice date, alterations occur in the currency exchange rate or increases occur in import duties, transport charges, tariffs, indirect taxes, excise duties, fees, price changes at HiFlux' suppliers or price changes for material etc., or in other similar charges which involve an increase of the costs connected with the manufacturing and producing of the Goods. Further changes to the design of the delivery after the order confirmation may also result in an increase in the price.
- 4.7. If the delivery is made by successive deliveries HiFlux reserves the right to change the prices under the above-mentioned Clause 4.1 for each individual partial delivery unless anything else has been agreed in writing.
- 4.8. A surcharge of 500 DKK will be added to all orders with a value below 500 DKK.

### 5. Delivery

- 5.1. Unless otherwise agreed upon in writing, delivery is made as "Free Carrier" "**FCA**", under "Incoterms 2020".
- 5.2. If the Contract involves customer-supplied parts, the delivery time applies from HiFlux's receipt of the customer-supplied parts.
- 5.3. All dates of delivery stated in an offer or quotation are approximate and should be non-binding. HiFlux is not liable for any losses or damages suffered by the Customer caused by a change in the approximate time of delivery.
- 5.4. Times of delivery stated by HiFlux in an offer or quotation may be adjusted due to the circumstances in clause 11 or a default in deliveries from sub suppliers. The time of delivery will be deferred for a period corresponding to the duration of the delay in delivery. Delivery postponed referred to shall, in every respect, be having been effected in due time.
- 5.5. If a delay in delivery, caused by one or more of the above-mentioned circumstances, will likely last longer than 3 months, the Customer, and HiFlux, may cancel the Contract without paying compensation to the other Part.
- 5.6. HiFlux cannot be held liable for delays in delivery caused by transport circumstances beyond HiFlux's control.
- 5.7. If the delay is caused by other reasons than stated above the Customer only may cancel the Contract if the delay can be considered material and if HiFlux has not completed delivery 30 days after having received a written demand to this effect.
- 5.8. If the agreement is cancelled according to 5.5 or 5.7 above, HiFlux shall repay any payments made by the Customer, and the Customer shall return any part of the Goods already delivered.
- 5.9. Save from this, no claim for compensation, based on a delay of delivery, shall be accepted despite whether the liability for the said delay lies with HiFlux.

**6. Terms of payment**

- 6.1. Unless otherwise agreed in writing, full payment of the Goods inclusive of invoiced expenses for freight, handling and packaging, must be settled within 30 calendar days of invoice. All credit is subject to prior approval by the current credit insurance company used by HiFlux or subject to obtaining an irrevocable bank on-demand guarantee.
- 6.2. After the due date for payment interest will accrue by 1.5 % per month or part of a month with compound interest.
- 6.3. The Customer may not set off counterclaims against the purchase price unless HiFlux recognizes the counterclaim in writing.
- 6.4. Where always credit is granted, HiFlux will retain the ownership of the Goods until payment in full has been made. If the Customer does not pay when due, HiFlux may take the Goods back without a court judgment under applicable law.
- 6.5. If delivery is made as successive delivery HiFlux is entitled to partial invoicing.
- 6.6. If the solvency of the Customer in HiFlux's sole opinion is reduced considerably after the offer was made, HiFlux may claim adequate security for the payment of the purchase price as a condition for completing the Contract.
- 6.7. HiFlux may cancel any pending Contracts and/or suspend any further deliveries until all due amounts have been paid in full.

**7. Claims, replacements, and responsibility for defective Goods**

- 7.1. Claims must be made in writing to HiFlux within 14 days after the time when the defects or shortages concerned were discovered by the Customer or ought to have been discovered. Goods delivered over any order confirmations shall be returned to HiFlux within 4 months of receipt.
- 7.2. If Goods delivered by HiFlux prove defective, HiFlux undertakes to replace or repair such parts free. HiFlux's liability is limited to defects within the guarantee period. The guarantee period is 24 months, starting from the time of delivery from HiFlux. The validity of the claims is conditioned upon the Goods have been carefully stored and mounted correctly and operated under normal and recommended operating conditions.
- 7.3. HiFlux's liability does not cover wear damage caused by negligence by the Customer or by people in the service of the Customer, rust, corrosion, deposits owing to water, sand or other impurities, chemical or electrolytic processes, damage caused by unsuitable liquids or insufficient cooling or too high pressure.
- 7.4. HiFlux's liability does not cover defects resulting from incorrect information supplied by the Customer.
- 7.5. HiFlux's liability does not cover defects resulting from materials/design specifications supplied by the Customer. HiFlux must in all circumstances be allowed to inspect these defects. HiFlux's liability is limited to defects under the operating conditions agreed to in writing with the conclusion of the Contract.
- 7.6. The obligation of HiFlux to repair or replace defective parts under 7.2 shall be fulfilled by delivery FCA of exchanged or repaired parts, unless otherwise agreed in writing. HiFlux is not responsible for dismantling the defective parts, nor is HiFlux responsible for installing or assembling the new or repaired parts. HiFlux shall not be liable for the Customer's cost.



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- 7.7. For purchased parts delivered by sub-suppliers, which make up the whole of HiFlux's delivery, HiFlux undertakes liability only to the same extent as HiFlux's suppliers.
- 7.8. If the parts supplied by HiFlux are mounted in a system for which the Customer has also used unoriginal parts (i.e., parts supplied through an unauthorised supplier), HiFlux assumes no liability for any damage, which may arise.
- 7.9. HiFlux is not liable to any further extent than stated above and HiFlux is thus not obliged to pay compensation nor liable for any consequential damage or other indirect loss such as loss of profits unless it can be substantiated that HiFlux has acted gross negligent.
- 7.10. For repaired and reconditioned parts, HiFlux undertakes the same liability as stated in 7.2 - 7.5.

### **8. Repair, reconditioning, replacements parts**

- 8.1. For parts sent to HiFlux for repair, reconditioning, assembling, adaptation, or other processes, the forwarding to HiFlux's workshop shall be for the account and risk of the Customer.
- 8.2. After receipt of the defective parts from the Customer HiFlux undertakes to investigate the defective parts to determine if the defects are covered by HiFlux' liability as stated in clause 7. If HiFlux is liable for the defect HiFlux will repair the defective part or deliver an exchanged part as stated in clause 7. If HiFlux is not liable for the defect the defective part will be sent back to the Customer at the cost and risk of the Customer.

### **9. Product liability**

- 9.1. HiFlux shall not be liable for damage to real and personal property, which occurs while the Goods are in the Customer's possession. Nor shall HiFlux be liable for damage to products, which are manufactured by the Customer, or to products in, which such are included. In all other instances, HiFlux shall be liable for damage to real and personal property on the same conditions, as those applying to personal injury, but such liability shall not exceed 1,000,000 DKK.
- 9.2. Under no circumstances shall HiFlux be liable for consequential loss, lost earnings, or other indirect loss.
- 9.3. To the extent, HiFlux might assume product liability towards any third party; the Customer shall indemnify HiFlux as far as HiFlux's liability has been limited by the preceding paragraphs.
- 9.4. If the claim for damage as described in this clause 9 is lodged by a third party against one party, the latter shall forthwith inform the other Party thereof.
- 9.5. HiFlux and the Customer shall have to let themselves be summoned to the court examining claims for damages lodged against one of them based on damage allegedly caused by the Product. However, the contractual relationship between HiFlux and the Customer shall always be settled by arbitration under clause 12.
- 9.6. The above limitations in HiFlux's liability shall not apply where HiFlux has acted gross negligent.

### **10. Proprietary right and reproduction**

- 10.1. All drawings/technical specifications shall remain the property of HiFlux, and must not, neither in part nor in full, be copied, reproduced, published, or handed over to any third party without the prior consent of HiFlux.
- 10.2. Drawings/technical specifications to be used for installing and taking the parts into use shall



remain the property of the Customer.

## **11. Force Majeure**

- 11.1. HiFlux is not liable for entire or partial delay or non-performance due to force majeure including war, riots, strike, lock-out, boycott, pandemic export prohibition and import prohibition, seizure and exchange controls, common shortage of Goods, unavailability of transportation options, fire, natural disaster, confiscation, extensive damage to machinery, faulty castings and forgings, currency restrictions or other circumstances, which HiFlux could not avoid and which consequences HiFlux could not prevent.
- 11.2. HiFlux shall inform the Customer of such circumstances without undue delay.
- 11.3. Each of the Parties can cancel the Contract in writing without liability when performance has been made impracticable for over 3 months due to force majeure.

## **12. Law and disputes**

- 12.1. Any dispute between the Parties shall be settled under Danish law, however, the international Sale of Goods Act (CISG) shall not apply.
- 12.2. Any dispute relating to the Contract, including any disputes regarding the existence, validity, or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration under the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force when such proceedings are commenced. The arbitration proceedings shall take place in Copenhagen.
- 12.3. The above will not, however, prevent HiFlux from choosing, at their discretion, to bring a legal action against a Customer in the venue where the Customer is domiciled.

*11 May 2022*