

General Terms and Conditions of Sale and Delivery

These General Terms and Conditions of Sale and Delivery (Conditions) apply to all offers, sales and deliveries from SonFlow A/S or its affiliates, also if not explicitly referred to. Any modifications or deviations from them must be agreed in writing by SonFlow A/S and the Purchaser. The placing of an order will constitute full acceptance of these Conditions.

CONCLUSION OF CONTRACT

An offer made by SonFlow A/S shall solely constitute an invitation to the Purchaser to place a certain order in accordance with these Conditions. A binding contract is not concluded until SonFlow A/S sends a written order confirmation after receipt of the purchase order. Offers are valid for 8 days unless otherwise specified.

The acceptance of an order presupposes the creditworthiness of the Purchaser. SonFlow A/S reserves the right to void an order or request immediate full prepayment if the Purchaser is deemed not creditworthy at the time or after the order is placed.

In the event that import and/or export licenses or foreign-currency permits or similar authorizations are required for the performance of the contract, the party responsible for obtaining such documents shall undertake every reasonable effort to obtain the necessary licenses and permits in due time.

PRODUCT INFORMATION

All information and specifications contained in catalogues, brochures, letters, price lists etc. shall be binding only to the extent that the offer and/or the order confirmation explicitly refers to them. SonFlow A/S cannot be held responsible for possible errors in catalogues, brochures, and other printed materials. SonFlow A/S reserves the right at any time to change the specifications without notice.

DRAWINGS AND TECHNICAL INFORMATION

All drawings and technical documents relating to the product which may also be part of the offer shall always remain the property of SonFlow A/S.

Drawings, technical documents, or other technical information shall be treated as confidential by the Purchaser and its representatives and may only be copied, reproduced, or transferred to third parties or be used for other purposes than those intended with the express written approval of SonFlow A/S.

If technical guidance is required, it shall be given in accordance with our best ability and knowledge. Irrespective of this the guidance is to be considered a service for which SonFlow A/S cannot be held liable in damages.

PACKAGING

The listed prices are without packaging unless agreed otherwise.

The goods are packaged according to normal trade practices in order to avoid, any damage to the goods on their way to their agreed destination, under normal transport conditions. The goods are packaged at the Purchaser expense and will not be credited if returned.

PASSING OF RISK

Unless agreed otherwise, delivery will be EXW (Exworks) Nordager 25, DK-6000 Kolding in accordance with Incoterms 2020. Failing special instructions, SonFlow A/S has the right to dispatch the products at the risk and expense of the Purchaser by a transport method chosen by SonFlow A/S. Goods not picked up or dispatched within 5 working days, after notification is sent to the Purchaser will be charged a fee of € 20 per day.

TERMS OF DELIVERY AND DELAY

SonFlow A/S shall endeavour to comply with the stated delivery time and shall be entitled to make partial or advance deliveries.

The stated delivery time has been fixed by SonFlow A/S according to our best estimates at the time the order was confirmed. If a fixed delivery time is expressly agreed, SonFlow A/S is entitled to extend it by 2 weeks, calculated from expiry of the agreed fixed delivery time and delivery

within this time limit is in all respects deemed to be delivered on time and shall be respected to the effect that the Purchaser cannot exercise any remedies against SonFlow A/S for this reason.

SonFlow A/S shall notify the Purchaser in writing without undue delay if the stated delivery time cannot be observed.

If a firm delivery date is delayed and SonFlow A/S does not deliver within four weeks from the stated delivery time, the Purchaser is entitled to either demand performance of the contract or withdraw from the contract after granting a reasonable time limit for delivery, which shall not be less than one week. The Purchaser shall in this case be entitled to a refund of the payments made for the undelivered goods. In no event can the compensation exceed an amount equivalent to the price of the delayed Products.

PRICES

All prices are exclusive VAT. To countries in the EU, invoices will be without VAT only when the customer's VAT number is given.

All orders are subject to the applicable minimum order value of EURO 200. Orders that do not meet the minimum order value, can be charged an order processing charge of EURO 70.

SonFlow A/S reserves the right to changes the agreed prices on orders if significant changes in cost of labour, salary, material, energy, or raw materials occur after the order has been confirmed and provided the changes are beyond the influence of SonFlow A/S. Such changes shall be to the benefit or expense of the Purchaser, respectively.

TERMS OF PAYMENT

Unless otherwise agreed in writing 50 % of the total invoice amount shall be due and payable upon receipt of the order confirmation, and the rest upon delivery. Payments shall be made according to the agreed terms of payment, and the payment shall be effected in Euro, DKK or USD. If payment is effected later than on the maturity date, an interest rate of 1,5 % per month will be charged. Please be aware of our payment instructions regarding bank transfer methods – we are using shared cost, which means that charges are split between sender and beneficiary.

RETENTION OF TITLE

The product remains the property of SonFlow A/S until the entire purchase price has been paid. The Purchaser shall comply with all necessary formal requirements to safeguards the retention of title. In case of an attachment or other recourse, the Purchaser shall be obligated to claim the ownership of SonFlow A/S and to inform SonFlow A/S without delay.

CANCELLATION

Cancellation or modification of orders, including modifications of specifications, quantities, and date of delivery, are only valid if confirmed by SonFlow A/S in writing. The Purchaser shall be under an obligation, to fully compensate SonFlow A/S for all costs, including for loss of profit, and generally to indemnify SonFlow A/S for all costs incurred in connection with the cancellation.

WARRANTY

For all products manufactured by SonFlow A/S, SonFlow A/S guarantees material defects that are not due to normal wear for 12 months from the delivery date. The warranty is valid only on condition that the product is correctly installed, maintained, and used in accordance with SonFlow A/S service team.

In the event that SonFlow A/S arranges for the defective goods or parts to be repaired or replaced the Purchaser bears the costs and risk of the transport unless otherwise agreed.

RETURN OF GOODS

Goods can only be returned according to prior written agreement.

LIABILITY

SonFlow A/S shall not be liable for any damage to any real or movable property caused by the product after it has been delivered and whilst it is in the possession of the Purchaser. Nor shall SonFlow A/S be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part. The Purchaser has liability for damage to real and movable property on the same conditions as for personal injury, even if SonFlow A/S was advised in advance of the possibility of such loss or damage.

SonFlow A/S shall under no circumstances be liable for loss of production, loss of profit or any other consequential economic loss. If a claim for loss or damage is raised by a third party against either party to the contract, the latter shall forthwith notify the other party thereof. The above limitations in SonFlow A/S liability shall not apply where the Purchaser has been guilty of gross negligence.

The total liability arising under or in relation to any agreement governed by these Conditions shall be limited to an amount of 5 % of the amount invoiced by SonFlow A/S to the Purchaser, however not more than EUR 50.000.

CLAIMS

Claims or complaints as to defects and/or delay in delivery of the products or other claims shall be submitted in writing by the Purchaser to SonFlow A/S without undue delay.

EXPORT CONTROLS

The Purchaser acknowledges and agrees that some of the products may be subject to Export Control and Sanctions. Furthermore, the Purchaser must ensure that the end-use of the products will not breach any Export Controls or Sanctions, including but not limited to weapons of mass destruction and military end-use controls.

Any of the purchaser's contractual rights are suspended or become void in any such circumstances referred to in this clause.

PERSONAL DATA PROTECTION

SonFlow A/S have the right to store, transfer, process and delete person-related data of the Purchaser within the business relationship framework. For information about the processing of your data and your rights, you can consult our Privacy Policy, available on our website www.sonflow.eu.

FORCE MAJEURE

SonFlow A/S is entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonable onerous by Force Majeure, including but not limited to power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars.

The Purchaser is not entitled to any kind of damages or to make a claim whatsoever in case of cancellation or delayed delivery due to such circumstances.

A party who becomes aware of a Force Majeure which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under these Conditions, will forthwith notify the other party; and inform the other party of the period for which it estimates that such failure or delay will continue. The affected party will take reasonable steps to mitigate the effects of the Force Majeure.

DISPUTES

Any disputes between the parties arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

Disputes shall if all possible always be settled out of court. If a dispute cannot be settled amicably, it shall be settled by Copenhagen Arbitration, Denmark. SonFlow A/S may opt to institute proceedings at the district court in Kolding, Denmark.