

## GENERAL TERMS OF SALE- AND DELIVERY

### 1. General

The following terms of sale and delivery apply to all consignments, unless any other agreement is reached in writing.

### 2. Quotations and orders

Quotations given by infinityPV apply for one month after the date on which they are given unless otherwise stated in the quotation.

### 3. Cancellation and alteration of orders

Cancellation or alteration of orders may only take place subject to the written approval of infinityPV. The Buyer must reimburse infinityPV for any costs and losses incurred on cancellation of orders.

### 4. Delivery

Unless expressly stated otherwise in the invoice from infinityPV, or unless any other agreement is reached in writing, all deliveries of goods shall be Ex-warehouse, FOB origin, DDU in accordance with Incoterms 2010.

### 5. Delivery times and delays

infinityPV's delivery time is to be regarded as the time the goods are expected to be dispatched, unless any other agreement is reached in writing. If infinityPV is unable to observe the agreed delivery time, infinityPV must inform the Buyer of the fact, explaining the reason for the delay and inform the Buyer of the new expected delivery time. If infinityPV fails to observe the new stated delivery time, the Buyer may cancel the agreement by written statement.

### 6. Prices

Prices are exclusive Danish V.A.T. for companies outside EU and for companies in EU with a given VAT number. Prices are excl. other public duties. Prices are in EURO, unless any other agreement in writing is made. Unless expressly stated otherwise in our invoice, all deliveries of goods are Ex-warehouse, FOB origin, DDU in accordance with Incoterms 2010 (as mentioned in point 4).

### 7. Payment

Payment must be made in accordance with the terms of payment stipulated in the invoice.

Unless expressly stated otherwise in our quotation or invoice, payment for goods shall be made as prepayment without offset or deduction.

Payment must be received by infinityPV by the date on which it is due, if not prepayment.

If payment is delayed for some reason or if the Buyer proves incapable of fulfilling the agreement, or if the Buyer lacks credit worthiness, obligations on the part of infinityPV are forfeit. infinityPV is also entitled to terminate the agreement and claim compensation for expenses and losses.

If the terms of payment are not met in time, penalty interest of 1,5% of the full invoice amount per month will be charged.

infinityPV is also entitled to change the terms of payment and require that any amounts due shall be paid immediately if the Buyer fails to observe the terms of payment.

### 8. Ownership of goods

infinityPV retains ownership of the goods delivered until payment has been made in full to the extent that such retention of ownership is valid according to current Danish Law.

### 9. Return of goods and packaging

Goods may only be returned subject to infinityPV's prior approval. The Buyer must secure that returned goods and packaging (wooden boxes and steel containers, etc.) are packed safely. The Buyer must reimburse infinityPV for any and all costs incurred owing to improper packaging or damage to returned goods and packaging.

#### 10. Defects and complaints

The Buyer must immediately on receipt of the goods carry out the inspection necessary to ensure that consignments are in accordance with the contracts.

The Buyer loses the right to claim defects in goods if he fails to inform **infinityPV** of any such claim stating the nature of the defects concerned immediately after the moment he discovers (or should have discovered) such defects. In case of damage during transport, the Buyer must on receipt of the goods note the nature and extent of the damage on the freight bill and inform this to **infinityPV** by email.

#### 11. Warranty

**infinityPV** warrant that upon delivery and for a period of twenty-four months from the date of delivery of goods purchased hereunder will conform in all material respects to **infinityPV**'s specifications for such goods and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than us, nor does warranty cover consumables such as inks, light bulbs and lasers.

#### 12. Product liability

**infinityPV** is not responsible for personal injury caused by use of the purchased goods/equipment. **infinityPV** is not responsible for any damage to property or movable property that occurs while the goods in question are in the purchaser's possession. Neither is **infinityPV** responsible for operational losses, loss of profits or other indirect losses after the purchase and use of the purchased goods/equipment.

#### 13. Force majeure

**infinityPV** is not liable for the failure to fulfil obligations if it can be proved that failure is due to obstacles beyond the control of **infinityPV**, e.g. acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, worldwide epidemics/pandemics, riots, earthquakes, floods, explosions or other acts of nature, destruction of production plants, production breakdown or the failure of material supplies, and that at the time the agreement was reached it could not reasonably have been expected to take such obstacles into consideration, or avoiding them, or finding a solution to them or their consequences. **infinityPV** must inform the Buyer immediately if any such obstacles that calls upon force majeure arise.

#### 14. Legislation and venue in case of disputes

All disputes shall be settled according to Danish Law.

All disputes arising in connection with consignments delivered in accordance with these terms of sale and delivery shall be settled by a court of arbitration set up by the Danish Institute of Arbitration (Dansk Voldgiftsinstitut), consisting of three arbitrators. Each of the two parties shall appoint one of these arbitrators, and the Danish Institute of Arbitration shall appoint the president of the court of arbitration. Disputes shall be settled by applying the rules used when dealing with cases at ordinary courts of arbitration in Denmark.

**infinityPV team**