

General Terms and Conditions of **Sale and Delivery**

1. Introduction and contractual basis

These general terms and conditions of sale and delivery shall apply to the sale of goods, products and services of Winnocare Nordic ApS unless otherwise agreed in writing. Unless otherwise stated in the order confirmation, a quotation from Winnocare Nordic ApS or other written agreements, then the order confirmation, the underlying quotation and these general conditions, constitute the agreement.

Unless otherwise stated, all quotations from Winnocare Nordic ApS are merely to be considered as a request for a quotation and shall thus not be binding for Winnocare Nordic ApS. An agreement has been concluded and is binding for the parties when Winnocare Nordic ApS has forwarded a written order confirmation.

Winnocare Nordic ApS is located on Taarnborgvej 12 C, 4220 Korsøer, Denmark.

2. Prices and terms of payment

All prices are stated in EUR or USD exclusive of VAT. In case of payment in another currency, the official exchange rate of the Nationalbank (the Danish central bank) on the invoice date shall apply. The customer shall pay any taxes, duties, bank fees or similar taxes imposed on the purchased service/product.

Unless otherwise stated in Winnocare Nordic ApS' quotation, Winnocare Nordic ApS' valid price is applicable. Winnocare Nordic ApS can without notice and with immediate effect make changes in the price list unless a specific period of price increase forewarning is stated in the customer Agreement. All prices in quotations are stated with reservation to increases of material prices, wages and changes due to statutory requirements, recommendations or instructions from public authorities etc.

Invoices are due for payment 30 days from the invoice date unless otherwise agreed. In case of late payment, interest rates will be charged in accordance with the Danish Overdue Payments Acts.

In case of non-payment, Winnocare Nordic ApS sends a payment reminder on a regular basis (approx. 10 days after the due date/previous payment reminder). On the second and third payment reminder, an administration fee of € 30,- will be charged. If Winnocare Nordic ApS has not received payment 10 days from the third payment reminder, the payment will be handed over for debt collection. The customer's payments will first be written off interest and expenses accrued.

3. Conditional sale

ANY SALE OF PRODUCTS, TO WHICH THE CUSTOMER ACQUIRES THE OWNERSHIP, IS A CONDITIONAL SALE (RESERVATION OF PROPERTY) AND IS THE PROPERTY OF WINNOCARE NORDIC APS UNTIL THE CUSTOMER HAS PAID THE FULL PURCHASE PRICE WITH INTEREST AND EXPENSES ACCRUED AND ANY OTHER COSTS REGARDING THE PRODUCT/SERVICE WHICH HAS BEEN PAID BY WINNOCARE NORDIC APS ON BEHALF OF THE CUSTOMER.

Until the ownership has passed to the customer, the customer is obligated to take proper care of the products including storing and maintaining the products as prescribed, to take out insurance for the products against fire, theft and water damage for the full amount and moreover to make no changes to the equipment without Winnocare Nordic ApS' written accept hereto. Without the accept from Winnocare Nordic ApS, the customer shall not move, provide as security, let out, lend or in other way dispose of the products until the property of the products has passed to the customer.

The customer shall ensure that the products are available at any time for Winnocare Nordic ApS' inspection for as long as the ownership of the products lies with Winnocare Nordic ApS.

4. Sales material

All property rights and intellectual property rights to production equipment, drawings etc. included in the sales material belong to Winnocare Nordic ApS.

5. Delivery

Delivery takes place ex works, Inco Terms 2020, and unless otherwise agreed, the customer shall arrange for the transportation. We deliver ex works Denmark, Poland, France or Spain depending on the product's origin.

1. Pallet/bundle/coli shipments: Winncare Nordic ApS will provide customers with the relevant order and shipping data, such as dimensions, volume, delivery date, etc. Alternatively, for Europe, we offer to book freight through our preferred freight forwarder and charge it to the customer's account when pallets/bundles/coli are shipped from Denmark.
2. Shipment of orders which can be sent in small and medium sized packages, that fall within the limits of the following dimensions: Max. length: 1,75 m, Max. circumference: 3,00 m, Max. weight: 31 kg and amount to less than the total value of € 200,-, will be subject to a freight & handling fee of € 54,-. Orders which amount to more than the total value of € 200,- are not subject to a freight & handling fee if the package does not exceed the above stated dimensions.

Winncare Nordic ApS book our forwarder, and these conditions are valid for the following countries: European Union members, UK, Norway, Switzerland.

Packages to all other countries will also be booked by Winncare Nordic ApS, but the actual freight cost will be invoiced.

The risk for accidental destruction of the products passes to the customer upon delivery. Unless otherwise stated in the order confirmation, delivery is made when the products have been delivered to the customer or the customer's carrier.

6. Return

Pursuant to the following terms and conditions, the customer has the right of return of unused products. The below procedure must be used in case of the customer's return of products. The customer's right of return applies for 2 months from the invoice date, and the returned products must be returned in undamaged original packaging. The right of return applies for Winncare Nordic ApS' standard products and will thus not apply to products which Winncare Nordic ApS has procured in accordance with the customer's individual requests.

In case of return of products, Winncare Nordic ApS charges a fee of 30 % of the invoice price exclusive of price reductions if any. The customer pays all delivery costs and shall bear the risk for the delivery to Winncare Nordic ApS.

When using the right of return, the customer must contact Winncare Nordic ApS who will then inform the customer of the return order number. The return order number must be visible on the package when the product is returned to Winncare Nordic ApS. A copy of the customer's original invoice or delivery note must be enclosed with the returned product.

7. Statutory inspection

The customer shall be responsible for performing statutory inspections of the sold products in accordance with ISO DS/EN 10535 and ISO DS/EN 17966.

8. Repairs

Repairs and replacement and spare parts will be invoiced in accordance with prices for the spare parts and the hourly rates valid at the time.

9. Technical data and measurements

The stated measurements on technical data, drafts etc. are for guidance only.

10. Delay

Winncare Nordic ApS will use reasonable endeavors to deliver the customer's orders within the agreed time, and the customer agrees that time of delivery is not of the essence. If, despite of its endeavors, Winncare Nordic ApS is unable to fulfil any delivery on the specified date, Winncare Nordic ApS will be deemed not to be in breach, nor will Winncare Nordic ApS have any liability towards the customer for any delay or failure in delivery except as set out herein. No delay entitles the customer to cancel an order, unless and until the customer has given thirty (30) days' written notice to Winncare Nordic ApS requiring delivery, and Winncare Nordic ApS has not fulfilled the delivery within that period. If the customer then chooses to cancel an order, the customer shall be entitled to require repayment of prepayment for such delivery as the sole remedy.

11. Defects

The customer shall immediately upon delivery examine the delivered products for defects and to ensure that the delivered products are in accordance with the order confirmation as regards the quality and the quantity.

If the customer wishes to claim for a defect for which Winnocare Nordic ApS is liable, the complaint shall be made by written notice upon delivery or immediately after the defect has been observed.

If the customer has not made the complaint immediately, and no later than 12 months after the delivery, the customer's right to claim defects no longer applies, unless the defect is covered by Winnocare Nordic ApS' warranty in a separately agreed extended warranty period.

If defects in the delivered products are established before the expiry right to claim for defects for which Winnocare Nordic ApS is liable, Winnocare Nordic ApS reserves the right within a reasonable period, at its own discretion, to remedy the delivered products by i) repairing the products at the customer or at the Winnocare Nordic ApS repair center, or ii) making a replacement delivery, or iii) credit the customer a pro rata reduction of the purchase price. This shall be the customer's sole remedy.

12. Warranty

Winnocare Nordic ApS provides a warranty on all its products. The warranty period varies depending on the specific product part in question. Please see the separate warranty period table. Winnocare Nordic ApS also provides a 12 months' warranty on all in-house services and repairs.

13. Limitation of liability

Winnocare Nordic ApS can in no situation be held liable for any indirect loss, including consequential loss, loss of earnings, costs to third party remedy and other similar indirect loss or damage. The sole remedies of the customer Winnocare Nordic ApS shall in all circumstances be limited to those mentioned under art. 10, 11 and 12 above, and the customer is not entitled to claim damages of any kind in addition hereto.

Winnocare Nordic ApS shall be liable for product liability in accordance with the legislation in force at any time but shall not be held liable in any way to anything which goes beyond mandatory legislation.

Any product liability in accordance with Danish case law regarding damages shall thus be expressly disclaimed.

14. Force majeure

None of the parties can be held liable for conditions due to force majeure situations, including but not limited to war, riots, revolts, general strike, fire, natural calamity, currency restrictions, restrictions on import or export, power cut or power failure, long-term disease at key employees and force majeure situations at sub suppliers.

15. Applicable law and venue

The Agreement shall be governed by the laws of Denmark disregarding its rules on conflicts of laws.

Any dispute or claim arising out of or in connection with the Agreement, including any disputes regarding the existence, validity, termination or breach thereof, shall be settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitration tribunal shall be composed of three arbitrators. Each Party shall appoint one arbitrator and the Danish Institute of Arbitration shall appoint a third arbitrator who shall be the Chairman of the arbitration tribunal. If a Party has not appointed an arbitrator within thirty (30) days of having requested or received Notice of the arbitration, such arbitrator shall be appointed by the Danish Institute of Arbitration. The place of arbitration shall be Copenhagen, and the language of the arbitration shall be English.