

Daugaard Elektronik ApS. General Terms and Conditions of Sale

These General Terms and Conditions of Sale (“Terms”) apply to all sales of products and services from Daugaard Elektronik ApS. or its Affiliates (Hammer Electronic ApS. - each of which is referred to as “Daugaard Elektronik”) to a party (“Customer”). In these Terms, “Affiliate” shall mean an entity directly or indirectly controlled by Daugaard Elektronik ApS., whether by shares or voting rights. No terms and conditions other than the Terms shall be binding upon Daugaard Elektronik and Customer unless agreed in writing by both parties. All terms and conditions in any communication differing from or in addition to the Terms shall not be binding unless expressly agreed upon in writing by both parties.

Ordering and Order Confirmation

Sales orders confirmations will be issued by Daugaard Elektronik in writing or electronically and will be binding upon Customer’s acceptance in writing or electronically. Modifications or comments to the sales order confirmation by Customer are binding only if accepted by Daugaard Elektronik in writing. If Customer does not reject a Daugaard Elektronik sales order confirmation within three (3) working days of receipt or if Customer begins performing any part of the order, the order will be deemed unconditionally accepted.

Terms of Delivery

Delivery of Products will be made as per the Order. If delivery terms are not specified in the Order, deliveries shall be made EXW (Ex Work) from Daugaard Elektronik’s designated location. EXW shall be interpreted according to the version of Incoterms valid at the time of Customer’s acceptance. Daugaard Elektronik is not obligated to accept early deliveries, partial deliveries, or excess deliveries but might accept such terms if requested. Although, might accept such terms if requested

Delay

Daugaard Elektronik shall make best efforts to avoid delays in delivery. If Daugaard Elektronik believes it cannot meet the agreed delivery time, it must immediately notify Customer in writing to agree on priorities. If delivery is delayed beyond the agreed time, Delays of more than twenty-eight (28) days from the agreed delivery date are considered material, entitling Customer to terminate the Order and related Orders. In the event of delay, Customer may request Daugaard Elektronik to use the fastest transport method. Daugaard Elektronik must meet Customer’s request if reasonable, with any additional charges borne by Daugaard Elektronik.

Prices and Payment

Unless stated otherwise, prices in an Invoice are (i) fixed and firm, (ii) exclusive of VAT (if any), but including all other costs such as taxes, duties, travel expenses, etc., and (iii) inclusive of packaging costs. Payment terms are current month plus thirty (30) days from the date of undisputed invoice. Invoices for products may be issued upon delivery; for services, invoices may be issued only after finalization and acceptance of services, or monthly if specified in the Order. All invoices must be in English, state Customer’s order number, and include the agreed payment terms. Invoices missing this information will be returned for correction and reissuance.

Payment Terms and Accepted Currencies

All prices are listed in Danish Krone (DKK). However, we accept payments in EUR (€) and USD (\$) as well. The customer has to ensure that the correct currency is selected when making a transfer to avoid any exchange rate discrepancies or additional bank fees. Customers are responsible for any transaction fees imposed by their bank.

Confidentiality and Restricted Use

Any non-public information, including but not limited to drawings, descriptions, specifications, and any other documents made available to the Customer by Daugaard Elektronik (“Confidential Information”), shall remain the property of Daugaard Elektronik and be treated as confidential by the Customer and its representatives. Confidential Information must not, without written consent from Daugaard Elektronik, be copied, reproduced, transferred to third parties (except Affiliates), or used for any purpose other than the intended one. Confidential Information must be returned upon Daugaard Elektronik’s request.

Warranties Concerning Services

If Daugaard Elektronik provides services to the Customer, Daugaard Elektronik warrants that:

- (a) it has the expertise and skills necessary to perform the services to a high standard of quality and in accordance with the terms of any Order;
- (b) the services will be performed in a professional and workmanlike manner following industry standards;
- (c) it has the right to fully perform any Order and that its performance will not violate any agreement with a third party;
- (d) all services will comply with applicable laws, rules, and regulations of the country where performed.

Warranty

For twelve (12) months from the date of delivery. It is possible to extend this period by purchasing extra months of warranty that will be incorporated into the price. Daugaard Elektronik warrants that Products delivered:

- (i) are designed and manufactured professionally;
- (ii) are fit for their normal or agreed purpose;
- (iii) are free from defects in design, materials, and workmanship;
- (iv) comply with applicable law; and
- (v) comply with agreed specifications and requirements.

Customer shall, without undue delay, notify Daugaard Elektronik of defective Products. Daugaard Elektronik will, at its discretion, credit, repair, or replace defective Products at its cost and risk. Daugaard Elektronik will also reimburse Customer for any documented direct losses incurred due to defective Products, including inspection, dismantling, installation costs, freight, and taxes.

Product Liability

Daugaard Elektronik shall defend, indemnify, and hold Customer harmless from all claims and losses arising from personal injury or property damage caused by defects in the Products. If a product liability claim is lodged against either party, the party receiving the claim must immediately inform the other party in writing.

Intellectual Property Rights

Daugaard Elektronik ensures that the Products do not infringe any intellectual property rights of third parties. If claims of infringement are made by a third party against Customer, Daugaard Elektronik shall indemnify Customer for all damages, costs, and expenses arising from the claim.

Limitation of Liability

The limitation does not apply in the event of:

- (i) willful misconduct or fraud,
- (ii) gross negligence, or
- (iii) death or bodily injury.

Data Privacy

Each Party shall process and treat Contact Data in accordance with applicable data privacy laws, ensuring secure handling and preventing unauthorized access, use, or disclosure.

Partial Invalidity

If any provision is deemed invalid, the remaining provisions shall remain in full force.

Disputes

Any disputes shall be governed by the substantive law of the country where the ordering Daugaard Elektronik entity is situated.