

1. Application

1.1. Application. These General Terms and Conditions of Sale and Delivery (“Terms”) apply to all agreements concerning the sale and delivery of products, spare parts, and related services by B2Bnordic v/Bmd Trading Denmark ApS, CVR no. 36025050 (the “Company”), to business customers.

2. Contractual Basis

2.1. Contractual basis. These Terms, together with the Company’s offers and order confirmations, constitute the entire contractual basis for the Company’s sale and delivery of products, spare parts, and related services to the customer (the “Contract”). Any terms of purchase provided by the customer, whether printed on orders or communicated otherwise, do not form part of the Contract.

2.2. Amendments and additions. Amendments and additions to the Contract are only valid if agreed in writing between the parties.

3. Restrictions on B2C Sales via Webshops

3.1. Restrictions on the customer’s sales. The customer may not sell the Company’s products or services to consumers (B2C) via a webshop or any other online platform without the Company’s prior written consent. This applies to all types of online sales, including but not limited to direct sales through the customer’s own web platforms or through third-party platforms.

3.2. Consequences of unauthorized sales. Any attempt to sell the Company’s products or services in a B2C context without such prior agreement will be considered a breach of the Contract and may result in legal action as well as termination of the business relationship between the Company and the customer.

4. Products, Spare Parts, and Services

4.1. Products. The products and spare parts sold and delivered by the Company are new and comply with Danish law at the time of delivery.

4.2. Limitation of Liability. The products sold and delivered by the Company are intended for resale and use in Denmark. Regardless of any conflicting terms in the Contract, the Company accepts no liability for losses or damages arising from use for other purposes or outside Denmark. The customer shall indemnify the Company to the extent the Company incurs liability for such losses or damages.

5. Price and Payment

5.1. Price. The price for products, spare parts, and related services follows the Company’s current price list/web portal at the time the Company confirms the customer’s order, unless otherwise agreed in writing. All prices are exclusive of VAT, but inclusive of environmental fees. Customer prices/price groups may be adjusted on an ongoing basis depending on turnover and company profile.

5.2. Payment. The customer must pay all invoices for products, spare parts, or related services no later than 14 days from the invoice date, unless otherwise agreed in writing.

6. Late Payment

6.1. Interest. If the customer fails to pay an invoice on time for reasons not attributable to the Company, the Company is entitled to charge interest on the overdue amount at 1.5% per month from the due date until payment is received.

6.2. Termination. If the customer fails to pay an overdue invoice no later than 14 days after receiving a written demand for payment from the Company, the Company is entitled, in addition to charging interest pursuant to section 6.1, to: (i) terminate

the sale of the products, spare parts and/or related services concerned, (ii) terminate the sale of products, spare parts and/or related services not yet delivered to the customer, or require pre-payment thereof, and/or (iii) exercise other remedies for breach.

7. Offers, Orders, and Order Confirmations

- 7.1. Offers. The Company's offers are valid for 10 days from the date of the offer, unless otherwise stated. Acceptance of an offer received by the Company after the expiry of the acceptance period is not binding unless the Company notifies the customer otherwise.
- 7.2. Orders. Orders for products, spare parts, or related services must be submitted in writing or via B2Bnordic.eu.
- 7.3. Order confirmations. The Company will aim to send confirmation or rejection of an order for products, spare parts, or related services in writing within 2 working days of receipt. Confirmations and rejections of orders must be in writing to be binding on the Company.
- 7.4. Amendments to orders. The customer may not change an order without the Company's written consent.
- 7.5. Conflicting terms. If the Company's order confirmation of products, spare parts, or related services does not correspond to the customer's order or the Contract, and the customer does not wish to accept the deviating terms, the customer must notify the Company in writing no later than 3 working days after receipt of the order confirmation. Otherwise, the customer is bound by the order confirmation.

8. Delivery

- 8.1. Delivery terms. The Company delivers all sold products and spare parts. Delivery fees apply and are determined based on the size of the order, the delivery location, and any applicable shipping conditions in effect at the time of order

confirmation.

- 8.2. Delivery time. The Company delivers all sold products, spare parts, and related services within 1–2 working days or at the time stated in the Company's order confirmation. The Company is entitled to deliver earlier than the agreed delivery time, unless otherwise agreed.
- 8.3. Inspection. The customer must inspect the products upon delivery. If the customer discovers a defect, it must be reported immediately in writing to the Company. If a defect that the customer has discovered or should have discovered is not immediately reported in writing, it cannot later be claimed.
- 8.4. Transport damage. In the event of transport damage, photographic documentation must be submitted within 5 working days from the customer's receipt of the order. Thereafter, the right to claim compensation for transport damage lapses.

9. Returns

- 9.1. Standard and stock items. The customer may return all or part of an order within 14 days of dispatch from the Company for credit of the full purchase price. For returns between 14 days and 3 months after dispatch, 80% of the purchase price will be credited. In all cases, the product must be unused and in its original packaging.

Special order items. Products that are custom-made or specially ordered for a customer are generally non-returnable. Any potential return must be agreed prior to order placement.

10. Delayed Delivery

- 10.1. Notice. If the Company expects a delay in delivery, it will inform the customer and provide the reason for the delay along with the new expected delivery time.
- 10.2. Termination. If the Company fails to deliver products no later than 14 days after the agreed delivery time, for reasons not attributable to the

customer, the customer may terminate the affected order(s) immediately by written notice to the Company. The customer has no other rights in the event of delayed delivery.

11. Warranty

11.1. Warranty. The Company warrants that products are free from significant defects in design, materials, and workmanship for 24 months after delivery. For products or parts replaced under warranty, the warranty period is 24 months from the replacement, but no more than 30 months from the original delivery. For products labeled with a 3-year or 5-year warranty, such warranty is solely a manufacturer's warranty and subject exclusively to the manufacturer's terms. If defects arise after the Company's 24-month warranty but within the manufacturer's warranty, the manufacturer is solely responsible.

11.2. Exclusions. The Company's warranty does not cover defects due to: (i) normal wear and tear, (ii) storage, installation, use, or maintenance contrary to the Company's or manufacturer's instructions or normal practice, (iii) repair or alteration carried out by anyone other than the Company, (iv) other circumstances beyond the Company's control, and (v) use of sensors or other relay products in combination with supplied LED products.

11.3. Notice. Any defect within the warranty period must be reported immediately in writing to the Company. If a defect that the customer has discovered or should have discovered is not reported immediately in writing, it cannot later be claimed. The customer must provide the Company with the information about the defect that the Company requests.

11.4. Inspection. Within a reasonable time after receiving notice of a defect and investigating the claim, the Company will inform the customer whether the defect is covered by the warranty. The customer must, upon request, return defective parts to the Company. The Company may provide a return label. If no defect is found, the customer will be invoiced an inspection fee as applicable at the time of inspection.

11.5. Remedy. If a defect is covered by warranty, the Company will within a reasonable time: (i)

replace or repair the defective parts, (ii) send parts for the customer's own replacement or repair, (iii) send an equivalent or similar product with the same or better specifications, or (iv) repurchase the products or spare parts at the original net purchase price less 25% per year since delivery.

11.6. Termination. If the Company fails to remedy a defect covered by warranty within a reasonable period of at least 30 days for reasons not attributable to the customer, the customer may terminate the affected order(s) immediately by written notice. The customer has no other rights in relation to defects beyond what is expressly stated in section 11.

12. Liability

12.1. Liability. Each party is liable for its own acts and omissions in accordance with applicable law, subject to the limitations set out in the Contract.

12.2. Product liability. The Company is liable for product liability in accordance with mandatory legislation. The customer shall indemnify the Company to the extent that the Company incurs liability beyond this.

12.3. Limitation of liability. Regardless of any conflicting terms, the Company's total liability to the customer per calendar year cannot exceed 50% of the net invoiced sales of products, spare parts, and related services to the customer in the preceding calendar year. This limitation does not apply if the Company acted intentionally or with gross negligence.

12.4. Indirect losses. The Company is not liable for indirect losses, including loss of production, sales, profit, time, or goodwill, unless caused intentionally or by gross negligence.

12.5. Force majeure. The Company is not liable for failure to perform obligations due to force majeure. This exemption applies as long as the force majeure persists. Force majeure includes circumstances beyond the Company's control that could not reasonably have been foreseen at the time of contract conclusion, such as unusual natural

events, war, terrorism, fire, flooding, vandalism, and labor disputes.

13. Intellectual Property Rights

13.1. Infringement. If delivered products or spare parts infringe third-party intellectual property rights, the Company will, at its own expense, either: (i) secure the customer's right to continue using the infringing products or spare parts, (ii) modify the infringing products or spare parts to eliminate infringement, (iii) replace them with non-infringing products or spare parts, or (iv) repurchase them at the original net purchase price less 25% per year since delivery. The customer has no other rights in relation to infringement of third-party intellectual property rights.