



## SALGS- OG LEVERINGSBETINGELSER

TERMS OF SALE AND DELIVERY (Apr. 2022)

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#### 1. GYLDIGHED

Medmindre andet fremgår af udtrykkelig skriftlig aftale, gælder udelukkende nedennævnte salgs- og leveringsbetingelser som vilkår for alle aftaler med og leverancer fra WS Technicals A/S, uanset eventuelle modstående eller afvigende bestemmelser i den af kunden afgivne ordre, accept eller anden meddelelse.

Nedennævnte salgs- og leveringsbetingelser er gældende for alle leverancer og ydelser fra WS Technicals A/S, også selv om der ikke ved senere aftaler/leverancer udtrykkeligt henvises til nærværende betingelser.

#### 2. TILBUD, ORDRE OG ACCEPT

Kundens ordrer og bestillinger af enhver art samt tilbud fra WS Technicals A/S er kun bindende for WS Technicals A/S, når kunden har modtaget skriftlig ordrebekræftelse fra WS Technicals A/S.

WS Technicals A/S forbeholder sig retten til at ændre i betingelserne i ordrebekræftelsen, herunder priser og levering, ved kontraktbrud fra underleverandører.

Tilbud fra WS Technicals A/S, som ikke angiver særlig acceptfrist, bortfalder, såfremt overensstemmende accept fra kunden ikke er modtaget fra WS Technicals A/S i hænde inden 10 arbejdsdage fra tilbuddets afgivelse. WS Technicals A/S forbeholder sig retten til at sælge de af et tilbud omfattede varer til anden side, indtil kundens skriftlige ordre foreligger.

#### 3. DEN LEVEREDE VARE/YDELSE

WS Technicals A/S' ydelse omfatter kun de i ordrebekræftelsen specificerede dele og varer.

WS Technicals A/S er kun ansvarlig for, at det leverede er tilstrækkeligt og/eller passende til løsning af kundens behov i de tilfælde hvor WS Technicals A/S har foretaget dimensionering m.v.,

### TERMS OF SALE AND DELIVERY

#### 1. VALIDITY

Unless otherwise expressly agreed in writing, the following terms of sale and delivery shall apply exclusively to all agreements with and deliveries from WS Technicals A/S, regardless of any opposing or conflicting provisions in the order, acceptance or other notice made by the customer.

The following terms of sale and delivery shall apply to all deliveries and services from WS Technicals A/S even in the event that later agreements/deliveries do not refer explicitly to these terms.

#### 2. QUOTATION, ORDER AND ACCEPTANCE

WS Technicals A/S is bound by orders from the customer as well as own quotations only when the customer has received a written order confirmation from WS Technicals A/S.

WS Technicals A/S reserves the right to change the terms of the order confirmation, including prices and delivery, in the case of contractual breach from a subcontractor.

Quotations from WS Technicals A/S which do not state any specific time for acceptance must be accepted unqualified by the customer within 10 working days from the date of the quotation or shall otherwise be seen as lapsed. WS Technicals A/S reserves the right to sell the goods included in a quotation to another party until the receipt of the customer's written order.

#### 3. THE DELIVERED GOODS/SERVICE

The performance of WS Technicals A/S shall only include the parts and goods specified in the order confirmation.

WS Technicals A/S shall only be liable for the delivered goods being sufficient and/or suitable for solving the customer's needs in cases where WS Technicals A/S has performed dimensioning



og alene i det omfang det leverede afviger fra gældende regler og forskrifter. WS Technicals A/S er ikke herudover ansvarlig for, om det leverede er tilstrækkeligt og/eller passende til løsning af kundens behov.

WS Technicals er under alle omstændigheder alene ansvarlig for det leverede, såfremt samtlige de for det leverede angivne retningslinjer, herunder datablad og manualer, for brug og håndtering af det leverede stedse overholdes.

#### 4. LEVERING

Medmindre andet udtrykkeligt er aftalt, sker levering fra WS Technicals A/S ex works.

#### 5. PRISER

Samtlige priser er, medmindre andet udtrykkeligt er angivet i ordrebekræftelsen, ekskl. transport, moms og andre afgifter. Kunden afholder således samtlige udgifter til fragt m.m.

#### 6. LEVERINGSTIDSPUNKT OG FORSINKELSE

Det aftalte leveringstidspunkt fremgår af ordrebekræftelsen. Det præciseres, at kunden ikke er berettiget til at udskyde det aftalte leveringstidspunkt, medmindre WS Technicals A/S inden det oprindeligt aftalte leveringstidspunkt skriftligt har accepteret en sådan udskydelse.

Forsinket levering giver ikke kunden ret til hverken at kræve erstatning, tilbageholde betaling og/eller hæve købet, medmindre særlig skriftligt aftale er indgået herom.

Såfremt forsinkelsen er væsentlig og medfører væsentlige ulemper for kunden, er kunden dog berettiget til at hæve aftalen. Gælder forsinkelsen kun en del af det solgte, kan kunden alene hæve aftalen f.s.v. angår den forsinkede del. Såfremt kunden berettiget har hævet, er denne berettiget til at kræve erstatning for sit dokumenterede direkte økonomiske tab, såfremt det kan dokumenteres, at forsinkelsen skyldes fejl eller forsømmelse fra WS Technicals A/S' side. Der ydes ikke nogen erstatning for nogen form for indirekte tab, herunder driftstab m.m., og erstatningen kan ikke overstige fakturabeløbet for den forsinkede vare. WS Technicals A/S påtager sig ikke herudover noget ansvar for forsinkelsen eller følger heraf, ligesom der ikke tilkommer kunden andre misligholdelsesbeføjelser.

#### 7. BETALINGSBETINGELSER

Medmindre andet udtrykkeligt er aftalt, skal betaling ske i henhold til de på fakturaen påtrykte betalingsbetingelser. Erlægges betaling

calculations, etc., and only to the extent that the delivered goods deviate from applicable rules and regulations. Apart from the above, WS Technicals A/S shall not be liable for the delivered goods being sufficient and/or suitable for solving the customer's needs.

WS Technicals A/S shall in any event only be liable for the delivered goods if all guidelines specified for the delivered goods, including data sheets and manuals, concerning the use and handling of such goods are complied with at all times.

#### 4. DELIVERY

Unless otherwise expressly agreed, delivery shall take place from WS Technicals A/S ex works.

#### 5. PRICES

Unless otherwise expressly stated in the order confirmation, all prices are stated exclusive of transport, VAT and other taxes. The customer shall thus pay all freight charges etc.

#### 6. TIME OF DELIVERY AND DELAY

The agreed time of delivery is stated in the order confirmation. It is hereby emphasised that the customer shall not be entitled to postpone the agreed time of delivery unless WS Technicals A/S, before the time of delivery originally agreed upon, in writing has accepted such postponement.

Delayed delivery shall not entitle the customer to demand compensation, withhold payment and/or cancel the purchase, unless specifically agreed in writing.

Should the delay be material and cause substantial disadvantages to the customer, the customer shall, however, be entitled to cancel the agreement. Should the delay only apply to part of the goods sold, the customer may only cancel the agreement with respect to the delayed part. In the event that the customer has legitimately cancelled the agreement, such customer shall be entitled to claim compensation for its documented direct financial loss if it can be documented that the delay is due to error or negligence on the part of WS Technicals A/S. No compensation shall be provided for any kind of indirect loss, including operating loss, etc., and the compensation shall not exceed the invoice amount for the delayed item. Apart from the above, WS Technicals A/S shall not in any other way be liable for the delay or its consequences and the customer shall not be entitled to exercise any other remedies for breach of contract.

#### 7. TERMS OF PAYMENT

Unless otherwise expressly agreed, payment shall be made in accordance with the payment terms printed on the invoice. If



ikke rettidigt, beregnes morarente med 2 % per måned.

WS Technicals A/S gør kunden opmærksom på, at der foretages løbende kreditvurdering af kreditkunder hos godkendte kreditoplysningsbureauer. Såfremt kundens økonomiske og/eller likviditetsmæssige forhold forringes i væsentlig grad efter en aftales indgåelse, eller såfremt sådanne forhold efterfølgende konstateres, kan WS Technicals A/S vælge at træde tilbage fra samtlige aftaler med kunden eller forlange omgående kontant betaling af samtlige ikke betalte fakturaer udstedt til kunden, også selvom der allerede helt eller delvist er givet henstand med fakturabeløbene, uden at kunden derved opnår misligholdelsesbeføjelser.

## 8. GARANTI

WS Technical A/S yder på de heri angivne betingelser en 2-årig garanti på de af denne leverede litium batterier. Garantien ydes alene til WS Technicals A/S direkte kunder og kan ikke påberåbes af andre.

Garantien løber fra leveringstidspunktet, og skriftlig påberåbelse af garantien skal være kommet frem til WS Technicals A/S inden udløb af 2 år efter leveringstidspunktet. Påberåbelse af garantien skal herudover ske straks efter konstatering af et af følgende forhold, idet der ellers ikke gælder nogen garanti.

Garantien kan påberåbes af kunden, såfremt et af følgende forhold er opfyldt:

- Batteriets ydeevne ikke er inden for rammerne af medfølgende datablad.
- Batteriet er defekt som følge af en komponent defekt, en produktionsfejl eller en fejl i forbindelse med montage.

Det er en betingelse og en forudsætning for garantien, at batteriet er anvendt i nøje overensstemmelse med de af WS Technicals A/S givne instruktioner, samt at der stedse er foretaget korrekt behandling af batteriet. Følgende forhold angiver eksempler på misligholdelse af batteriet og er således eksempler på tilfælde, hvor garantien ikke er gældende. Der er ikke tale om en udtømmende opremsning:

- Batteriet er ikke blevet opladet jævnlige for at opretholde kapacitet, hvilket skal ske som minimum hver 3. måned.
- Batteriet har været udsat for ekstrem varme eller ild.
- Batteriet har været kortsluttet, er blevet over-opladet eller afladet under gældende grænser.
- Batteriet er blevet demonteret eller modificeret.
- Batteriet har ikke været korrekt monteret eller installeret.
- Batteriet har været opbevaret med metaller, som har kunnet komme i kontakt med batteriets terminaler.
- Batteriet har været udsat for omvendt polaritet i strømkreds eller lader.
- Batteriet har været udsat for store mængder vand eller havvand eller anden form for væske, herunder været nedsænket i eller tildækket af vand, havvand eller anden væske.

payment is not made on time, default interest of 2 % per month shall be charged.

WS Technicals A/S draws the customer's attention to the fact that credit ratings of credit customers are performed on an ongoing basis by certified credit rating agencies. If the customer's financial and/or liquidity condition is deteriorated significantly after the conclusion of an agreement, or if such conditions are subsequently established, WS Technicals A/S shall be entitled to withdraw from all agreements with the customer or demand immediate cash payment of all unpaid invoices issued to the customer even if an extension of payment of the invoice amounts has already been granted in whole or in part, without the customer thereby obtaining any remedies for breach of contract.

## 8. WARRANTY

WS Technical A/S shall, on the conditions specified herein, provide a 2-year warranty for the lithium batteries supplied by WS Technical A/S. Such warranty shall only be granted to the direct customers of WS Technicals A/S and cannot be invoked by others.

The warranty shall run from the time of delivery and a written notice invoking the warranty shall be received by WS Technicals A/S within 2 years from the time of delivery. In addition, the warranty shall be invoked immediately after establishing one of the following conditions, otherwise no warranty shall apply.

The warranty may be invoked by the customer if one of the following conditions is met:

- Battery performance is not within the scope of the accompanying data sheet.
- The battery is defective due to a defective component, a manufacturing error or an assembly error.

It is a condition and a prerequisite for the warranty that the battery has been used in strict accordance with the instructions given by WS Technicals A/S, and that the battery has been handled correctly at all times. The following conditions describe examples of battery misuse and are thus examples of cases where the warranty will not apply. This is not an exhaustive list:

- The battery has not been charged regularly to maintain capacity, which must be done at least every 3 months.
- The battery has been exposed to extreme heat or fire.
- The battery has been short-circuited, overcharged or discharged below applicable limits.
- The battery has been disassembled or modified.
- The battery has not been properly mounted or installed.
- The battery has been stored together with metals, which may have come into contact with the battery terminals.
- The battery has been subjected to reverse polarity in circuit or charger.
- The battery has been exposed to large amounts of water or sea water or other liquid, including being immersed in or covered by water, sea water or other liquid.
- The battery has not been charged with a constant current/constant voltage (CC/CV) battery charger.



- Batteriet er ikke blevet opladet med en konstant strøm/konstant spændings (CC/CV) batterilader.
- Batteriet er på anden måde blevet behandlet uden for gældende forskrifter, har været tabt eller blevet skadet.
- Batteriet har været anvendt uden for det givne anvendelsesområde.

Garantien giver kunden ret til omlevering. WS Technicals A/S er til enhver tid berettiget til at opfylde kravet om omlevering ved levering af et batteri svarende til det oprindeligt leverede, og kunden kan således ikke kræve omlevering i form af præcis samme type, mærke, model eller lignende.

WS Technicals A/S er til enhver tid berettiget til at betinge omlevering af, at kunden betaler en skønnet nytteværdi af allerede foretaget brug. Skønnet over nytteværdien tilkommer alene WS Technicals A/S.

Det påhviler kunden at indsende batteriet til enten WS Technicals A/S eller en af denne udpeget distributør/forhandler, som herefter foretager vurderingen af, hvorvidt det pågældende batteri er omfattet af garantien. Risikoen for forsendelsen påhviler kunden.

Oml levering foretages af WS Technicals A/S eller en af denne udpeget distributør eller forhandler, og WS Technicals A/S afholder omkostningerne til det nye batteri og til levering heraf. Det påhviler kunden at afholde samtlige andre omkostninger i forbindelse med omleveringen, herunder bl.a., men ikke udtømmende angivet, omkostninger til returnering af batteriet, omkostninger ved montering og demontering, afgifter m.m.

Såfremt batteriet skønnes at være uden fejl og mangler, forbeholder WS Technicals A/S sig retten til at udstede et gebyr overfor kunden, svarende til ½ times tekniker honorar.

Garantien dækker ikke nogen former for følgeskader eller indirekte tab, herunder avancetab og driftstab.

Såfremt der er sket omlevering i henhold til denne garanti, er det omleverede batteri omfattet af en fornyet garantiperiode på 2 år beregnet fra tidspunktet for omlevering.

## 9. ANSVARERASKRIVELSE

WS Technicals A/S fraskriver sig udtrykkeligt ethvert ansvar ud over, hvad der måtte følge direkte af ovenstående bestemmelser. WS Technicals A/S fraskriver sig udtrykkeligt ethvert ansvar for indirekte tab og følgeskader, herunder, men ikke begrænset til, tabt fortjeneste, driftstab, rentetab

For så vidt angår produktansvar er WS Technicals A/S således alene ansvarlig i det omfang, det følger af ufravigelige retsregler, idet nærværende salgs- og leveringsbetingelser skal anses som en ansvarsfraskrivelse i videst muligt omfang.

WS Technicals A/S har ikke udover som følge af ufravigelige

- The battery has otherwise been handled beyond applicable regulations, has been dropped or damaged.
- The battery has been used outside the stated range of application or in a manner not intended.

The warranty shall entitle the customer to a replacement delivery. WS Technicals A/S shall at all times be entitled to meet the requirement for a replacement delivery by delivering a battery corresponding to the originally delivered battery, and the customer can thus not demand a replacement delivery in the form of exactly the same type, brand, model or the like.

WS Technicals A/S shall at all times be entitled to condition a replacement delivery on the customer paying an estimated useful value of use already made. Any estimate of the value of use already made is performed solely by WS Technicals A/S at its own discretion.

The customer shall send the battery to either WS Technicals A/S or a distributor/dealer appointed by WS Technicals A/S, who will then assess whether the battery in question is covered by the warranty. The customer shall bear the risk for the shipment.

A replacement delivery shall be made by WS Technicals A/S or a distributor or dealer appointed by WS Technicals A/S and WS Technicals A/S shall pay the costs for the new battery and for its delivery. The customer shall pay all other costs in connection with the replacement delivery, including, but not limited to, costs related to returning the battery, costs for assembly and disassembly, charges, etc.

Should the battery be deemed without faults, WS Technicals A/S reserves the right to charge a fee, corresponding to ½ hour technician salary, towards the customer.

The warranty shall not cover any consequential damage or indirect loss, including loss of profits or operating loss.

If a replacement delivery has been made under this warranty, the replaced battery shall be covered by a new warranty period of 2 years calculated from the time of the replacement delivery.

## 9. DISCLAIMER OF LIABILITY

WS Technicals A/S expressly disclaims any liability beyond what may follow directly from the above provisions. WS Technicals A/S expressly disclaims any liability for indirect loss and consequential damage, including, but not limited to, loss of profits, operating loss and loss of interest.

As far as product liability is concerned, WS Technicals A/S shall thus only be liable to the extent stipulated by mandatory rules of law as these terms of sale and delivery shall be regarded as a disclaimer of liability to the greatest possible extent.

WS Technicals A/S shall not incur product liability other than what



retsregler noget produktansvar, og kunden accepterer således, at denne ikke kan rette noget krav i den anledning mod WS Technicals A/S. Såfremt WS Technicals A/S måtte blive pålagt erstatningsansvar som følge af den brug, som kunden måtte gøre af den leverede ydelse, herunder ved videresalg, som går ud over WS Technicals A/S' ansvar i medfør af ufravigelige retsregler, eller såfremt en skadelidt måtte rejse krav direkte mod WS Technicals A/S, er den pågældende kunde forpligtet til at friholde WS Technicals A/S fuldt ud for dette ansvar samt forpligtet til at lade sig sagsøge ved den domstol, som behandler kravet mod WS Technicals A/S. Det præciseres, at WS Technicals heller ikke i tilfælde af produktansvar er ansvarlig for nogen form indirekte skader og følenskader/-tab.

Ethvert erstatningskrav, herunder også i forbindelse med produktansvar uden for produktansvarsloven, er under alle omstændigheder begrænset til fakturabeløbet for den pågældende vare.

## 10. VÆRNETING OG LOVVALG

Enhver tvist vedrørende ydelser leveret af WS Technicals skal afgøres i henhold til dansk ret ved retten i Århus. Dansk international privatret, der henviser til fremmed ret, finder dog ikke anvendelse.

follows from mandatory rules of law, and the customer thus accepts that it cannot make any claim in that regard against WS Technicals A/S. Should WS Technicals A/S be held liable as a result of the use which the customer may make of the service provided, including in the case of resale, which goes beyond the liability of WS Technicals A/S pursuant to mandatory rules of law, or should an injured party bring a claim of damages directly against WS Technicals A/S, the customer in question shall be obliged to indemnify WS Technicals A/S in full from this liability and be obliged to let legal proceedings be instituted against the customer in the same court of law entrusted with the hearing of the claim for damages against WS Technicals A/S. WS Technicals A/S shall not, in case of product liability, be liable for any kind of indirect damage and consequential damage/loss.

Any claim for damages, including in connection with product liability outside the scope of the Danish Product Liability Act, shall in any case be limited to the invoice amount for the product in question.

## 10. VENUE AND APPLICABLE LAW

Any dispute regarding any services provided by WS Technicals A/S shall be settled in accordance with Danish law at the court in Aarhus, Denmark. Danish private international law referring to foreign law shall not, however, apply.