



TERMS AND CONDITIONS OF SALE AND DELIVERY PRODUCT SALES AND INTERNET TRADING

1. Contractual basis

Quotations from Modulo Systems ApS (hereinafter referred to as MS) are subject to the rules of the Danish Sale of Goods Act to the extent that the rules under the Act are not waived in these General Terms and Conditions of Sale and Delivery. Any special terms and conditions specified in the buyer's order, letter of acceptance or similar will thus only be binding on MS if MS has expressly accepted these terms and conditions in writing.

Trading with MS takes place on business terms, since MS does not trade with private individuals.

2. Offers from the seller

Offers from MS are subject to confirmation, and can thus be withdrawn at any time until the buyer's acceptance has been given. MS' offers are valid for acceptance by the buyer no later than [30] days from the date of the offer, after which the offer will lapse. If the buyer's acceptance deviates from the offer, MS will not be bound by its previous offer.

All prices are always stated excluding transport, packaging, VAT, taxes and duties.

4. Right of ownership

Products delivered will remain MS' property until payment from the buyer, including any costs of recovery of MS' receivable, has been made in full.

5. Place of delivery and transfer of risk

Unless otherwise specifically agreed, all consignment takes place for the buyer's account and risk EXW – Ex Works, Kokkedal, in accordance with INCOTERMS 2010.

Stated delivery times are approximate.

6. Inspection on receipt and complaints

Immediately after delivery, the buyer will be obliged to inspect that the delivered items are as agreed, and that the items delivered are in complete and undamaged condition.

If items are found to be missing, or to have visible defects, the buyer will be obliged to notify this in writing to MS immediately.

If the buyer does not raise any objections concerning the delivery immediately after delivery, the buyer may not later complain about missing deliveries or visible defects, or damage to the items delivered.

7. Payment

Payment will take place in accordance with the terms of payment applying to MS' offer. If no terms of payment are mentioned in the offer, the terms of payment are net 8 days. In the event of payment after the due date, 2% interest will be calculated as from this date per month or part thereof.

Delays, defects or other claims made by the buyer will not entitle the buyer to withhold or set off the purchase sum, so that the buyer will be obliged to pay the purchase price as if non-defective delivery had taken place on time, whereby the buyer is required to seek recovery of the amount.

If delivery is postponed due to the buyer's circumstances, MS will be entitled to submit the invoice and receive payment as if delivery had taken place at the agreed time.

8. Liability for defects

Any claims that the delivered items are not in accordance with the contract or are defective, and which the buyer should have discovered during appropriate inspection, may not be invoked against MS. In other cases, claims must be raised in writing immediately after the items have been received, and no later than 14 days thereafter. The same applies to any buyer of the buyer.

With regard to defects which the buyer or the buyer's buyer has not, or ought not to have, discovered, the buyer may invoke such claims against the seller for up to one year after receipt of the items, provided that the buyer has raised a claim immediately after discovering the defect, or being made aware of the defect by its buyer. Otherwise, the buyer will forfeit the right to invoke the defect against MS.

9. Limitation of liability

If liability for delays or defects can be attributed to MS, in all cases MS' liability will be further limited, as provided below. MS is not liable for any operating losses, loss of time, loss of profits, lost earnings or other indirect losses of the buyer or any other party. MS' liability for each delivery is maximised to the purchase price of the product.

10. Force Majeure

Notwithstanding the foregoing, MS will never be liable for any loss due to intrusive disruptions occurring through no fault of MS and in circumstances beyond the control of MS, such as war, fire, strike, lockout, machine breakdown, import restrictions, material shortages faced by subcontractors, closed roads and extraordinary natural events.

11. Liability for delay

MS will be liable for any delays, unless the delay can be attributed to the buyer's circumstances, or to circumstances referred to in clause 10.

If MS has not made delivery within the approximate delivery time specified by MS, the buyer will be entitled to set a delivery term that is reasonable in the circumstances, and which must, as a minimum, lie five business days after the approximate delivery date. If MS does thus not perform delivery within the delivery term thereby specified by the buyer – or within a fixed delivery term agreed with the buyer – and the delay is not due to the circumstances referred to in clause 10 or circumstances for which the buyer is liable, the buyer may give written notice of termination of the agreement to MS with regard to the products which cannot be taken into use as assumed, whereby the agreement concerning successive delivery may only be cancelled for the part of the delivery which has not been delivered as provided, unless the buyer has previously justifiably cancelled part of the delivery. MS' liability for delay is further limited in accordance with clause 9 and clause 10.

13. Product liability

MS is liable for product damage in accordance with the general rules of Danish law, except that MS' product liability will never include disruption of operations, loss of profits or any other direct or indirect loss.

15. Drawings and descriptions

Rights to all drawings and technical documents relating to products or their manufacture that are transferred from MS to the buyer before or after the establishment of the agreement will belong to MS. Without MS's consent, any such drawings and documents may not be used for any other purpose than the project design and installation of the project. Without the consent of MS, the stated material may not otherwise be used, copied, reproduced, transferred or otherwise brought to the knowledge of any third party.

16. Disputes

Disputes between the buyer and MS will be resolved before the ordinary courts. Elsinore Court has been agreed as the legal venue.

17. Modulo Block and Modulo MEGAblock

If MS has submitted offers for the delivery of the blocks, unless otherwise expressly agreed, the delivery will always exclude unloading. This means that the buyer must unload the lorry when it arrives at the site. Two x 2.5-tonnes Deha lifting anchors must be used for the blocks.



TERMS AND CONDITIONS OF SALE AND DELIVERY PRODUCT SALES AND INTERNET TRADING

If the lorry has to wait for unloading for more than 30 minutes, the buyer will be invoiced DKK 450 per hour or part thereof.

Since the blocks are made from residual concrete, there will be colour differences, depending on the type of concrete. One of the sides of the blocks will always appear rough and untreated. The blocks may have flaking of up to 10 x 10 cm due to handling and transport.

INTERNET TRADING

Trading with MS takes place on business terms, since MS does not trade with private individuals.

Sections 19-23 solely apply to products purchased on MS' webshop

19. Payment

MS accepts payment by VISA-Dankort, VISA, VISA Electron and Mastercard. Payment will not be charged to your account until the item has been dispatched.

All amounts are stated in DKK, Danish kroner, including VAT. MS uses an approved payment server that encrypts all of your card details with SSL (Secure Socket Layer) protocol. This means that it is not possible for other parties to read your information.

20. Delivery

MS delivers on all business days, provided that orders are received before 12:00 noon.

21. Delivery

Under the Danish Sale of Goods Act, a two-year guarantee is granted. Our guarantee applies to defects in materials and/or workmanship. The guarantee does not apply to defects or damage caused by incorrect operation of the product/service.

MS will cover the costs of returning the items to a reasonable extent. On returning items

Contact and send complaints to:

Modulo Systems

Savsvinget 7

DK-2970 Hørsholm

Receipt will be refused of packages sent cash on demand.

22. Refunds

If a refund has been agreed, the amount will be refunded to the same credit card as was used to purchase the product.

23. Right of cancellation

A full 14-day right of return is granted for items purchased in our webshop.

The period is calculated from the day on which you receive the order. You must pay the costs of returning the item yourself.

Cancellation must be notified to us no later than 14 days after purchase and you must return the consignment no later than 14 days after cancellation.

Notification must be made by email to shop@modulo.systems Please state clearly in your notification that you wish to use your cancellation right.

The condition of the returned item

You will only be liable for any deterioration in the value of the item resulting from other handling than is necessary to determine the nature, characteristics and functioning of the item. In other words – you can test the item in the same way as if you were testing it in a physical store.

If the item has been tested in addition to what is described above, we will consider it to have been used, which means that on cancelling the purchase you will only be refunded part or none of the purchase amount, depending on the commercial value of the item.

To receive a refund of the full purchase amount, you therefore need to do the same as you can do in a physical store. You can test the item, but you may not put it to actual use.

18. Handling of personal data (GDPR)

We only trade with companies and we register the following concerning our customers and prospects, which are the company and the employees of the company.

Name

Address

Telephone number

Email address

CVR number

We register your personal data for the purpose of conducting proactive sales, or delivering goods and services to you and your company. The personal data is registered with Modulo Systems and stored by the following data processors.

We have entered into data processing agreements with the following suppliers, which retain your information:

- E-conomic – for invoicing and financial management.
- Hunspot CRM – for sales management.
- Quickpay – which handles the payment transaction.
- Pakkelabels.dk – which uses names, addresses, telephone numbers and email addresses to create package labels for the consignment of the items.
- MailChimp – which handles our newsletter.

When the personal data is no longer relevant and we are not obliged to retain it for any longer, all personal data relating to you and/or your company will be erased by us. When personal data is collected via our website, we ensure that this always takes place with your express consent, so that you are informed of exactly which data is collected, and why.

We do not store or transmit encrypted customer data. No information is disclosed to third parties.

As a data subject of Modulo Systems, you always have the right to object to the registration. You also have the right to access the information registered about you. Previous invoices will not be deleted if they are less than five years old as from the end of the following financial year. You also have the right to object to and to limit certain types of processing of your data. This includes: the right to object to our processing of your data for direct marketing, which you can exercise by using the "unsubscribe" link in the relevant marketing communication. You are also entitled to object to the processing of your personal data.

You have the right to erasure of personal data concerning you.

You hold these rights in accordance with the Danish Data Processing Act and any enquiry in this respect must be made by email to info@modulo.systems.

We use your information to respond to you when you contact us to



TERMS AND CONDITIONS OF SALE AND DELIVERY PRODUCT SALES AND INTERNET TRADING

provide good customer service to you and/or your company. We also use your information to send you marketing communications, communicate with you about our products, and inform you of our policies and terms.

Handling of personal data in connection with signing up for our newsletter:

When you have signed up for our newsletter, we will only use the data you have entered to send our own newsletters out to you. We will not pass on your information to other parties.