



TERMS AND CONDITIONS OF SALE AND DELIVERY PROJECT SALES

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.

2. Offers from the seller

MS will maintain the offer for 90 days as from the date of the offer, unless otherwise stated in the offer.

In the event of the documented receipt of other orders that come in before the buyer's acceptance of the offer, MS will not be bound by the delivery time stated in the offer, but, as agreed with the buyer, will set a new delivery date that is as close as possible to the delivery date offered.

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

The prices quoted in the offer are calculated on the basis of the solution and description presented in the drawing attached to the offer. If anything further is required that is not presented in the offer or description, or shown on the drawing, this will be considered to be extra prices.

3. Delivery time

The agreed time of delivery is calculated from the date when final drawings and a complete project basis approved by both parties are available.

4. Place of delivery and transfer of risk

Unless otherwise separately agreed, MS delivers DDP – Delivery Duty Paid.

Unloading of the modules is for the buyer's account. The modules must be unloaded within the set-up area, in accordance with MS' plan. The transport may arrive within the period from 07:00 to 18:00.

The access route outside the public road must be even, cleared of snow and viable for a fully loaded lorry and 150-ton mobile crane. The set-up area may not have overhanging high-voltage power lines, or anything else that may impede the work of the crane. It is the buyer's responsibility that the requirements concerning the access route and the place of delivery are fulfilled.

If delivery at the construction site has been agreed, the buyer will be charged waiting and unloading time beyond one hour.

Flaking and chipping of the modules must be expected in conjunction with transport. MS will repair any damage after installation.

5. Inspection on receipt and complaints

Immediately after delivery, the buyer will be obliged to inspect that the number of elements delivered is as agreed, and that the elements are in whole and undamaged condition.

If elements are found to be missing, or to have visible defects, including damage, in the elements delivered, the buyer will be obliged to notify MS of this in writing immediately.

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

6. Claimant's default

If delivery or installation is deferred from the agreed delivery time due to the circumstances of the buyer, the buyer will be obliged to notify MS of this in writing immediately. In such case, MS may charge

for the time and costs thereof. In addition, MS may require intermediate storage to be established. The related costs will be paid by the buyer. The buyer will bear the risk concerning elements delivered to intermediate storage, including in connection with transport from the producer to the intermediate storage.

If the installation is postponed into the winter period due to the customer's circumstances, the project sum will be subject to a 3% surcharge for winter weather costs. The winter period is normally defined as the period from 15 November to 15 March.

7. Payment

Unless otherwise agreed separately, the buyer will pay 40% of the agreed purchase price within eight days of the buyer's acceptance of the offer.

If the buyer fails to comply with this payment deadline, MS will be entitled to suspend the order until payment has been made. The buyer is liable for any delay as a consequence of this, and is also liable to MS for any loss as a consequence of the delay.

On the completion of production of the elements, the buyer will pay 40% of the agreed purchase sum within eight days of submission of the invoice.

The remaining purchase sum be paid within eight days of delivery and/or installation.

If delivery is deferred 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.

If MS is charged for payment to the producer for completed, but not yet delivered, elements for the purpose of fulfilling the agreement with the buyer, MS may require an equivalent advance payment from the buyer, with a payment term of eight days. If the buyer so requires, MS must provide a bank guarantee or similar appropriate security to the buyer for contractual delivery. The security must be equivalent to the required advance payment including VAT.

In the event of the buyer's failure to comply with the aforementioned payment deadlines, the buyer will pay interest from the due date at the interest rate in accordance with the Danish Interest Act.

8. Index-linked adjustment

For deliveries made later than 12 months from the date of the offer, the price will be subject to index-linked adjustment in accordance with Section 3(2) of the circular concerning prices and scheduling of construction and civil engineering works. The basis for the index-linked adjustment is Statistics Denmark's construction cost index, sub-index for concrete elements/materials.

In addition to the fixed price, MS must be compensated for any increased cost due to mandatory orders from the state, cf. Section 8 of the circular concerning prices and scheduling.

9. Performance bond

MS is entitled to require the buyer to provide a bank guarantee or similar appropriate security to MS for the total payment less the advance payment of 40%.

The guarantee must be provided within eight days of the buyer's acceptance of the offer

10. Liability for defects

After completion of the project, project inspection will take place, concluding with final handover. In connection with handover, a list of defects will be prepared, for rectification by MS within a reasonable period of time, at no cost to the buyer.



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Any liability for defects in the delivery will cease no later than two years after the delivery of the building/facility in which the delivery is incorporated.

11. 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.

12. 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 11.

In the event of a delay for which it is liable, MS will pay daily penalties as an agreed per thousandth of the offer price for the part of the delivery that is delayed. The daily penalty will be determined on the basis of the number of business days. If no daily penalty rate has been fixed in the agreement, the buyer's loss will be determined in accordance with the general indemnification rules of the Danish courts. However, MS may never be held liable for operating losses, loss of profits or other indirect losses.

If the delivery time is substantially exceeded and this overrun is to the considerable disadvantage of the buyer, the buyer will be entitled to make a written demand for delivery to MS, and at the same time to set a final deadline for this. This deadline must be reasonable, in view of the delay that has already occurred.

If MS subsequently fails to take the necessary measures to ensure delivery within the deadline set by the buyer, the buyer will be entitled to cancel the purchase in writing. However, the buyer may never cancel the purchase in the situations stated in clause 11.

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.

14. Extended product guarantee

MS offers an extended product guarantee if a service agreement has been entered into.

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' 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.

16. 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 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.



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BUYER'S RESPONSIBILITY AND DELIVERY

Nature of the site

The buyer must provide a level, cleared and viable site with a 1-2% even slope. The site must have the same bearing capacity as the lorries that collect the containers. If the site is not level, the modules will be jacked up, and minor irregularities may occur.

Construction power and water

The buyer must supply construction power and water within 50 m of the modules' installation area.

Snow clearing and snow thawing

The buyer must ensure that snow is cleared and thawed, so that the installation work can be carried out unimpeded.

Marking-up of the construction site

The buyer must order a surveyor to mark up the four corners of the module ramp.

Insurance

The buyer must have taken out appropriate insurance for the contract, including fire insurance and contract insurance/all-risk insurance.

Building permit

The buyer is responsible for obtaining a building permit.

Electricity, water, sewerage and other connections to utilities supplies

The Buyer must deliver and install all connections in accordance with MS' instructions.

Access to the construction site

The buyer must provide access to the site during the construction period between 06:00 and 22:00 on all days.

SPECIFICATIONS OF THE DELIVERY

Requirements concerning variation

MS will set up the modules so that there is no more than a 6 mm height difference between the modules.

Electrical, heating & plumbing and other authorised installation technicians

In several cases MS will deliver equipment requiring authorised installation technicians, e.g. lighting, heating & plumbing and ventilation. MS will set up the equipment included in the delivery. Unless specifically agreed, the buyer's installation technician must connect the equipment and provide cables, pipes, motor protection relay, switches, valves and other installation equipment.

Ramp heating

If ramp heating has been purchased, MS will supply and cast in the heating cables and deliver control and sensors. Unless separately agreed, the buyer's installation technician will connect the ramp heating, including the construction boards with switches, and will connect sensors.

Grouting

The module ramp is only grouted if this is specified in the offer. Grouting requires at least + 5°C around the clock and that the modules are dry. If the right conditions for grouting are not present the grouting will be postponed.

Delimitation of the delivery

Unless otherwise specifically agreed, MS' delivery is delimited by the outer perimeter of the modules.

The delimitation includes any foundations and recesses in the surfacing.

Sealing between the modules and the surfacing where the modules are erected, and the transition between the surfacing and the ascent/descent ramp.