

# TERMS OF SALE AND DELIVERY

## SAMSON PUMPS

### 1 INTRODUCTION

- 1.1 These terms of sale and delivery ("Terms") apply to all types of products, deliveries, goods, and services ("Products") on Samson Pumps' online platform for business customers.
- 1.2 The Terms always apply unless otherwise agreed in writing.
- 1.3 "Agreement" means any agreement, including an Order regarding delivery of Products, entered into between any business customer as set out there in (the "Customer") and Samson Pumps A/S, CVR-no. DK 27 91 36 95, ("Samson Pumps").
- 1.4 Samson Pumps may adjust and amend these Terms without further notice with effect for the future.
- 1.5 An updated version of the Terms is always available on Samson Pumps' website. The Customer is obliged to keep up to date with the actual version.

### 2 THE PRODUCTS

- 2.1 The Products presented on Samson Pumps' website ("Webstore") constitute the Samson Pumps' general products.
- 2.2 If there are differences between terms, Product information or prices stated on Samson Pumps' Webstore and other information available to the Customer, it is always the information contained on Samson Pumps Webstore, that applies as documentation.
- 2.3 The Products comply with current Danish legislation at the time of delivery.
- 2.4 All specifications and information about weight, dimensions, capacity and technical data specified in Samson Pumps' catalogues, brochures, circulars, advertisements, picture materials ect. are

based on type testing. Fluctuations from the specification may thus occur in relation to the Customer's use of the individual products. Samson Pumps is not liable for information and specifications provided and reserves the right to modify the constructions currently.

### 3 ORDER PROCESS

- 3.1 By completing a transaction with Samson Pumps, the Customer accepts these Terms. By accepting these Terms, the Customer undertakes to comply with them in their entirety.
- 3.2 When an Order is placed, the Customer will receive an order confirmation by email. The order confirmation constitutes information on the content of the Order.
- 3.3 A binding Agreement is entered into between the Customer and Samson Pumps when the order confirmation is sent to the Customer.
- 3.4 When the Order is dispatched from the Samson Pumps' warehouse, the Customer will receive an invoice.

### 4 DELIVERY

- 4.1 General
- 4.1.1 Delivery is made by a carrier or courier service engaged by Samson Pumps and subject to the following delivery terms: Ex works.
- 4.1.2 The risk of delivery passes to the Customer when the Product is handed over to the carrier.
- 4.1.3 Samson Pumps does not assume any responsibilities for delayed delivery, regardless of whether the delay is due to delay at Samson Pumps, delay or

backorders at the manufacturer or other circumstances.

#### 4.2 Costs of delivery

4.2.1 Unless otherwise expressly agreed in writing, the Customer shall bear the costs of transport, insurance etc.

#### 4.3 Time of delivery

4.3.1 The estimated time of delivery appears from the Order confirmation/invoice. Samson Pumps will use reasonable endeavours to deliver the Products within a reasonable time.

4.3.2 The time of delivery may be postponed if the Customer has not given sufficient information for the completion of the sale or the delivery.

4.3.3 Partial delivery may take place at Samson Pumps' discretion.

#### 4.4 Inability to deliver.

4.4.1 In the event of an inability to deliver due to the Customer's circumstances, including but not limited to circumstances for which the Customer is responsible, the Customer shall bear the total costs Samson Pumps has incurred for the delivery and handling of the Products.

### 5 PRICES AND PAYMENT

5.1 The current prices of Products can be found on Samson Pumps' Webstore.

5.2 Prices are quoted in DKK and are exclusive of VAT. To the extent where Products are subject to tax (including VAT, sales tax and any other taxes), such taxes shall be added to the price in accordance with applicable law and invoiced accordingly. If any new or adjusted sales taxes, general taxes, duties, contributions or similar duties and taxes are imposed by public authorities from the time of the Order to invoicing, prices must be adjusted with the net financial consequence for Samson Pumps.

5.3 For invoices that are issued and paid in USD or Euros, the prices quoted on the

Samson Pumps' Webstore will be converted to the currency in question and invoiced accordingly to the Customer. The prices are based on the exchange rate that Samson Pumps calculates annually. Unless otherwise expressly agreed between Samson Pumps and the Customer, Samson Pumps reserves the right to change the exchange rate at any time.

5.4 Unless otherwise specified in the invoice, the terms of payment are net 10 days from the date of invoice.

5.5 Each Party is responsible for its own compliance with applicable law and regulations concerning VAT and other taxes/duties.

5.6 Interest on overdue payments is calculated at 2 % per month.

### 6 RETENTION OF TITLE

6.1 Products or parts of Products are provided subject to retention title. Samson Pumps retains full legal title to and beneficial ownership of each unit notwithstanding the delivery to the Customer and possession and use of the unit by the Customer.

6.2 The retention of title remains in force until the Customer has paid the total remuneration for the affected unit, including applicable interest, costs, and expenses.

6.3 Until title to the Products has passed to the Customer, the Customer shall:

A. Store the Products separately from all other products in the Customer's

possession so that the Products remain identifiable as Samson Pumps property.

- B. Not remove, deface, or obscure any identifying mark or packaging on or relating to the Products.
- C. Maintain the Products in a satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

## 7 BREACH AND REMEDIES

### 7.1 General

7.1.1 The rights and remedies under applicable law are available to each Party except as otherwise limited, including in the Agreement.

7.1.2 The Customer must examine the Products without undue delay from the time of delivery. If the Customer finds any visible damages on the Products at delivery, these damages must be noted on a consignment note, and the Customer must in writing inform Samson Pumps hereof immediately.

7.1.3 The Customer's remedies for breach, including for defects and delay, expires if notice hereof is not received by Samson Pumps without undue delay after the breach was discovered or ought to have been discovered.

7.1.4 Samson Pumps' liability for breach, including for defects and delay, expires no later than 12 months after the time of delivery of the Products in question.

7.1.5 Notice of breach does not exempt the Customer from its obligation to pay invoiced amounts when due.

### 7.2 Defects

7.2.1 Products are defective if they do not substantially meet the specifications set out in the Agreement.

7.2.2 The Customer cannot claim damages for claims that has occurred because of normal wear and tear, incorrect use of

the Products, incorrect fitting carried out by the Customer or the Customer's attempts to change or repair the Products.

7.2.3 All claims must be specific, documented and contain a precise description of the defect and the content of the claim. The claim must be reported to Samson Pumps no later than 14 days from the time of delivery. Products cannot be returned without prior written consent from Samson Pumps.

7.2.4 The Customer must provide documentation and prove that the Product is defective and installed correctly in compliance with Samson Pumps' installation instructions and approved practice and regulations.

### 7.3 Delay

7.3.1 Samson Pumps may withhold or suspend any delivery of the Products if payment covering the delivery of the Products is delayed, but only if Samson Pumps has given at least 14 days prior written notice and the delayed payment has not been received in full at the expiry of the notice period.

### 7.4 Corrective measures

7.4.1 When a Party is notified of its breach, or itself becomes aware of its breach, the Party is entitled and obligated to remedy the breach without undue delay.

7.4.2 Defects may at the sole discretion of Samson Pumps be remedied by remediation or replacement.

7.4.3 Remedy includes taking all necessary corrective measures to remedy a defect or delay and ensuring the restoration of the Products or payment of any outstanding amounts.

7.4.4 If the breach cannot be remedied without undue delay, the Parties must in good faith discuss a remedial plan for

the breach and any reasonable work-around.

## 7.5 Compensation

7.5.1 To the extent a Party fails to remedy a breach, the non-breaching party may claim damages in accordance with the Agreement and applicable law.

7.5.2 If the Customer reports a non-existing or non-reproducible defect, Samson Pumps may claim payment for the time and materials spent in relation hereto.

## 8 LIMITATION OF LIABILITY

### 8.1 General

8.1.1 Samson Pumps is not liable for any indirect loss, or consequential liability, including the Customer's lost profits or revenues, anticipated revenues, operating loss, loss of goodwill, business interruption, diminished business value or loss of data. However, cover purchases, Samson Pumps' lost profits or revenues under the Agreement, increased resource spend by Samson Pumps or payment for surplus resources which cannot be reallocated, are deemed a direct loss.

8.1.2 Samson Pumps' aggregate liability in respect of all matters arising out of or in connection with the Agreement whether based on contract, indemnity, statute, equity or otherwise, is limited to an amount corresponding to the value of the delivered Product in question.

## 9 INTELLECTUAL PROPERTY RIGHTS

### 9.1 General

9.1.1 Samson Pumps is the owner and author of all intellectual property rights in and to the Products (including any intellectual property rights created jointly with the Customer) and the results thereof. This also applies to all modifications thereto, including but not limited to both current and future versions of such material. The Customer acquires no property rights or

intellectual property rights to the Products. This also applies to any improvements, modifications, adjustments, updates, upgrades, etc. of the Products. The Customer must respect such intellectual property rights, and the Customer is responsible for any violation of such rights, including the unauthorized access and use of the Products by third parties.

9.1.2 "Intellectual property rights" means any intellectual property rights and industrial property rights as well as all derivatives hereof – including applications for such rights – of whatever nature and form, anywhere in the world and all rights pertaining there to, whether under application, recorded or registered in any manner, including without prejudice to the foregoing knowhow, patents, trademarks, copyright, design, trade secrets, database and software rights as well as any other rights under the Danish Copyright Act, the Danish Marketing Practices Act, and all other legal rights anywhere in the world protecting intangible property.

9.2 Licence to Samson Pumps' intellectual property rights

9.2.1 The Customer is granted a time-limited, non-exclusive, non-transferable right to a non-exclusive, worldwide, royalty-free licence to use, in a loyal manner, Samson Pumps' trademarks, design rights, copyrights, and image rights on the Customer's website for the marketing and sale of Samson Pumps Products.

9.2.2 The licence to use is attached to the Agreement and may be revoked by Samson Pumps at any time. However, the non-exclusive right of use to Samson Pumps' trademarks, design rights, copyrights, and image rights lapse immediately upon termination of the Agreement.

9.2.3 The Customer is entitled to use Samson Pumps' trademarks as part of a URL string, but the Customer is not entitled

to register and or maintain domain names containing Samson Pumps' trademarks.

- 9.2.4 During the term of the Agreement, the Customer is entitled to use Samson Pumps' trademarks as meta tags in the source code on the Customer's websites and as paid Adwords on search engines and social media, including Google, Facebook, Instagram, etc.

## 10 INFRINGEMENT OF THIRD PARTY'S RIGHTS

- 10.1 Samson Pumps is under no circumstances liable for infringement of third party's intellectual property rights caused by the Customer's use of the Products or use of Samson Pumps' intellectual property rights.

## 11 TERMINATION

- 11.1 Each Party may terminate the Agreement immediately for cause:
- a. if the other Party commits a material breach of the Agreement, and the material breach has not been remedied within 45 days of receipt of a written notice from the non-breaching Party to do so.
  - b. if the other Party is responsible for a material breach of the Agreement which is not capable of remedy; or
  - c. in the event of bankruptcy of the other Party, subject to the right of the bankruptcy estate to enter the Agreement to the extent permitted under the Danish Insolvency Act or similar applicable law.

## 12 RECALL OF PRODUCTS

- 12.1 If there unexpectedly should be cases where commercial, safety or regulatory considerations entail that Products must

be recalled from the market, the Customer is obliged to assist Samson Pumps with such a recall.

- 12.2 Unless the revocation is due to the Customer's circumstances, Samson Pumps shall bear reasonable expenses in relation to the revocation.

- 12.3 If the revocation is due to the Customer not having sufficiently ensured that the Products comply with legislation outside of Denmark, including securing all the necessary approvals for the sale of the Products to the End Customers, the Customer shall bear the costs of the revocation.

## 13 PRODUCT LIABILITY

- 13.1 Samson Pumps is not liable for loss or damages caused by the Products unless such liability cannot be waived under mandatory product liability law.

- 13.2 Samson Pumps is not liable for any indirect, or consequential damages, including compensation, daily penalty or conventional penalty claims that the Customer may incur against third parties, as well as the Customer's lost profits or revenues, anticipated revenues, operating loss, loss of goodwill, business interruption, diminished business value and other indirect losses.

- 13.3 To the extent that Samson Pumps may be imposed to product liability towards third parties, the Customer is obliged to indemnify Samson Pumps to the same extent as Samson Pumps' liability is limited pursuant to the above.

- 13.4 The Customer is responsible to ensure all the necessary approvals for the sale of the Products to the End Customers, including that the Products comply with the legislation outside Denmark.

- 13.5 Samson Pumps' liability is limited to the value of the specific component of the Product, that has caused the damage.

## **14 FORCE MAJEURE**

- 14.1 Samson Pumps is not liable for any failure or delay in Samson Pumps' performance of its obligations under the Agreement to the extent that performance of the Agreement is either rendered impossible or materially delayed or impeded, or will result in a significant price increase due to circumstances beyond Samson Pumps reasonable control, including, but not limited to, warlike events, riots or insurrection, disturbances in public order, import or export regulations, cyber-attacks, changes in laws and regulations or in the interpretation thereof, acts of government, strike, lockout, blockade or other labour disputes, fire, explosion or other accidents, epidemics, pandemics, as well as any natural phenomenon or deficiencies and delay in the provision of services by sub-suppliers due to the above circumstances.
- 14.2 If a force majeure event has lasted for more than 30 days Samson Pumps can terminate the Agreement effected immediately.

## **15 CONFIDENTIALITY**

- 15.1 Each Party must observe complete confidentiality regarding any information and documentation etc. about the other Party in every respect as obtained in relation to the Agreement and the Products. This clause applies regardless of termination of the Agreement for any reason.

## **16 CHANGES**

- 16.1 Samson Pumps reserves the right to make changes to the Agreement with a notice of 30 days. However, any appendices can be replaced and changed on an ongoing basis. Samson Pumps informs the Customer prior to changing

appendices. The Customer must keep up to date on changes continuously.

## **17 ASSIGNMENT**

- 17.1 The Parties may only assign rights and obligations pursuant to the Agreement to a third party with the other Party's prior written approval which must not be unreasonably withheld or delayed.
- 17.2 Notwithstanding anything to the contrary, Samson Pumps may at its sole discretion, assign, novate, or transfer the Agreement, in whole or in part, to (a) an affiliate of Samson Pumps or (b) to any third party if done so as part of a divestment of one or more of its entities, business units etc.

## **18 GOVERNING LAW AND DISPUTES**

- 18.1 The Agreement is governed by and construed in accordance with Danish law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 18.2 Any dispute or claim arising from or in relation to the Agreement including disputes concerning the existence or validity of the Agreement shall be settled at the ordinary courts with the court of first instance being Samson Pumps registered office, Viborg, Denmark.