



TERMS OF SALE AND DELIVERY for Automobility-X ApS

01.01.2024

1.0 Contractual basis

1.1 Any agreements and deliveries are subject to these General Terms of Sale and Delivery.

2.0 Quotes and Conclusion of contract

2.1 The acceptance deadline for one of Automobility-X' submitted quotes is 15 calendar days.

2.2 The final agreement on sales or another service is only concluded upon Automobility-X issued a written order confirmation.

2.3 The agreement is deemed to be concluded in the terms specified in the order confirmation unless the buyer has complained in writing within 5 days of receipt.

2.4 Sales literature, descriptions, instructions, price lists, etc., are only indicative and of a non-binding nature.

3.0 Prices

3.1 If the quoted prices are based on foreign currency, the price is adjusted with (i) currency rate fluctuations, (ii) price increases from suppliers and (iii) changes in shipping rates, all in the period between submission of quotes and issuing the invoice.

For orders with a goods value of less than EUR 150, a handling charge of EUR 20 will be applied.

4.0 Delivery and delays

4.1 Delivery is Ex Works Automobility-X – Ikast and shipping is at the Buyer's risk and expense.

4.2 Time of delivery is stated in Automobility-X' order confirmation.

4.3 In the event of a delay, Automobility-X' liability is limited to the Buyer's documented direct loss, and thus exclusive of lost profits and other indirect losses and limited to 25% of the purchase price of the delayed delivery.

5.0 Payment

5.1 The first payment from new Buyers must be made in advance. To the extent that Automobility-X can obtain credit insurance for the Buyers account, on normal terms, the payment is then due 20 days from the invoice date. 1.5% interest per month starting will be added to payments after the due date.

5.2 Invoices, account statements etc. will be sent in digital format to the e-mail address stated by buyer on the Automobility-X registration form for new customers.

6.0 Right of ownership

6.1 Automobility-X retains ownership of the goods sold until the full purchase price is paid.

7.0 Complaints and deficiencies

7.1 The Buyer shall, immediately upon receipt of the goods at the Buyer's location, make the necessary examination of the delivery.

7.2 If the Buyer wants to exercise their right to complain of defects or deficiencies with the delivery, the Buyer shall immediately upon discovery of the defect or when they should have been discovered, provide Automobility-X with written notification thereof and the report must include an itemized statement of the nature of the defects. If the Buyer fails to complain as specified, the Buyer cannot later validate the complaint.

7.3 In any event, the complaint shall be made in writing to Automobility-X no later than 6 months after delivery, and the Buyer cannot make the deficiencies apply in the event of a later complaint.

8.0 Limitation of liability

8.1 In the event that there might be actionable defects or deficiencies with Automobility-X' delivered products, Automobility-X' liability is limited to remedy the deficiencies if the deficiencies can be remedied hereby and/or replacement or compensation is maximized to the invoiced amount, according to Automobility-X' choice.

8.2 Automobility-X is not, to a greater extent than indicated above, obliged to compensate for any form of additional direct or indirect loss, including consequential loss and loss of profit.



AUTOMOBILITY-X

8.3 Automobility-X does not incur any liability if the installation instructions and other manuals and instructions are not complied with, or if the products are installed in vehicles that are not approved for installation by Automobility-X at the time of installation.

9.0 Product liability

9.1 Automobility-X' liability for personal injury can never exceed the at any time applicable levels of compensation under Danish law.

9.2 Automobility-X' product liability for property damage amounts to a maximum of DKK 500.000,00 per claim. A claim is defined as any damage caused by the same fault or negligence. The monetary limit does not apply in cases of gross negligence disclaimed by Automobility-X.

9.3 Automobility-X is not liable for operational losses and loss of profit or other indirect losses.

9.4 Automobility-X does not incur product liability if the installation instructions and other manuals and instructions are not complied with, or if the products are installed in vehicles that are not approved for installation by Automobility-X at the time of installation.

9.5 To the extent Automobility-X incurs liability to third parties; the Buyer is obliged to keep Automobility-X indemnified to the same extent as Automobility-X' liability is limited by these terms of sale and delivery.

9.6 If a third party raises a claim relating to product liability against either Automobility-X or the Buyer, the parties are mutually obliged to inform each other about this, and the parties are mutually obligated to have a suit filed at the court where a case is brought against either party involving alleged product liability regarding the Automobility-X products sold, just as the interrelation between the parties can be settled by the named court.

10.0 Intellectual property rights

10.1 Automobility-X is unable to make the Buyer liable for infringement of third-party rights. In case of violation, Automobility-X is entitled to (i) change, replacement without impairment of the good's purpose and performance, (ii) repurchase the goods at the invoice price, with a deduction for impairment, or (iii) to secure the right of the Buyer to continue use. The Buyer must notify Automobility-X of all such claims, and to the extent that the claim has implications for Automobility-X, Automobility-X is entitled to make a case on their own and the Buyer's behalf.

11.0 Returns

11.1 Deliveries can only be returned in exceptional cases and only after agreement. Goods that may be specially produced or purchased for the Buyer may in no case be returned.

11.2 Approved returns will be credited less 25% of the sales price excl. VAT on paid delivery, and undamaged, to Automobility-X' stock or another place specified by Automobility-X.

12.0 Force majeure

12.1 Automobility-X is not liable for an otherwise actionable lack of contractual fulfilment of the agreement if it is justified by a labor dispute, fire, war, military conscription, confiscation, currency restrictions, lack of means of transportation or other similar circumstances that was not reasonably foreseeable to Automobility-X at the time of the conclusion of the agreement, including that the mentioned or similar circumstances effect subcontractors used by Automobility-X.

13.0 Applicable law and jurisdiction

13.1 All disputes between Automobility-X and the Buyer shall be settled by the Western High Court in Holstebro, and in accordance with Danish law.

13.2 However, Automobility-X is entitled to choose that disputes are instead settled by arbitration at the Danish Institute of Arbitration under the rules applicable to the process of arbitration.