



General Sales and Delivery Terms for GloVac Products for Corporate Customers

1. The use

1.1 Applications. General terms of sale and delivery, called ("Terms"), apply to all agreements on GloVac's CVR Number 35031669, called ("Company") Sales and Delivery of Products, Spare Parts and Related Services for Corporate Customers .

2. Agreement

2.1 Contractual basis. These terms and conditions, together with the Company's offerings and order confirmation, constitute the total agreement on the Company's sale and delivery of products, spare parts and related services to the customer (the "Legal basis"). Customer's purchase conditions printed on orders or otherwise communicated to the Company do not form part of the Legal basis.

2.2 Changes and additions. Changes and additions to the Legal basis are valid only if the parties have agreed in writing.

3. Products, spare parts and services

3.1 Products and spare parts. Products and spare parts, which the Company sells and deliver to the customer, is new and complies with Danish legislation on delivery.

3.2 Services. Associated services that the Company sells and supplies to the customer in connection with the sale and delivery of products or spare parts is carried out correctly and complies with Danish legislation on delivery.

3.3 Limitation of responsibility. Products, spare parts and related services that the Company sells and supplies to the customer are intended for glove vacuumizers. Notwithstanding any contrary terms in the Contractual Basis, the Company shall in no case be liable for loss or damage attributable to use for any other purpose. The Customer shall indemnify the Company, insofar as the Company may incur liability for such loss or damage.

4. Price and payment

4.1 Price. The price of products, spare parts and associated services follows the Company's valid price list at the time when the Company confirms the customer's order, unless the parties have agreed otherwise. All prices are exclusive of VAT.

4.2 Payment. Customer shall pay all invoices for products, spare parts or related services as specified in the Company's terms of payment, unless the parties have agreed otherwise in writing.

5. Delayed payment

5.1 Interest. If the customer fails to pay an invoice for products, spare parts or related services in a timely manner for reasons for which the Company is not responsible, the Company is entitled to interest on the amount due at 1% per Month.



5.2 Termination. If the customer fails to pay a due invoice for products, spare parts or related services within 14 days after receiving written request for payment from the Company, the Company is entitled to interest after paragraph 5.1 and have the right to: (i) cancel the sale of the products, spare parts and / or related services to which the delay relates; (ii) terminate the sale of products, spare parts and / or related services that have not yet been delivered to the customer or require Prepayment for this and / or (iii) make other breaches applicable.

6. Offers, Orders and Order Confirmations

6.1 Offers. The company's offerings are valid for 30 days from the date the offer is dated, unless otherwise stated in the offer. Acceptance of offers made by the Company after the expiration of the acceptance period is not binding on the Company unless the Company informs the Customer otherwise.

6.2 Orders. The Customer shall send orders on products, spare parts or related services to the Company in writing. An order must contain the following information for the ordered products, spare parts or service: (i) Order Number, (ii) Item Number, (iii) Product Description, (iv) Quantity, (v) Price, (vi) Payment Terms, (vii) Delivery Date, (viii) Delivery Address, and (ix) Delivery Terms.

6.3 Order confirmation. The company aims to send a confirmation or rejection of an order for products, spare parts or related services to the customer in writing no later than 5 working days after receipt of the order. Confirmations and rejections of orders must be in writing to bind the Company.

6.4 Change of orders. Customer may not change an ordered order for products, spare parts or related services without the Company's written acceptance.

6.5 Inconsistent Terms. If the Company's confirmation of an order for products, spare parts or associated services does not match the customer's order or the Customer's agreement and the customer does not wish to accept the inconsistent terms, the customer must notify the Company in writing no later than 2 working days after receipt of the order confirmation. . Otherwise, the customer is bound by the order confirmation.

7. Delivery

7.1 Delivery terms. The company delivers all of the products sold and spare parts sold ex works. On specific larger orders, other terms may be agreed upon.

7.2 Delivery time. The company delivers all sold products, spare parts and related services to the time specified in the Company's order confirmation. The company is entitled to deliver before the agreed delivery time, unless the parties have agreed otherwise.

7.3 Examination. The Customer shall examine all products, spare parts and related services upon delivery. If the customer discovers a defect or defect that the customer wishes to claim, it must be notified immediately to the Company in writing. If an error or defect that the customer discovers or should have discovered is not immediately notified to the Company in writing, it cannot be claimed later.

8. Delayed delivery

8.1 Announcement. If the Company expects a delay in the delivery of products, spare parts or related services, the Company informs the customer thereof and at the same time informs the reason for the delay and the expected delivery time.



8.2 Termination. If the Company fails to provide products, spare parts or associated services within 30 days of the agreed delivery of reasons for which the Customer is not responsible and delivery does not take place within a reasonable period of at least 30 days, the Customer may terminate the order or orders, which is affected by the delay, by written notice to the Company. The customer has no other rights in the event of delayed delivery.

9. Warranty

9.1 Guarantee. The company warrants that products, spare parts and associated services are free of material defects in design, materials and workmanship for 6 months after delivery. For replacement parts under warranty, the warranty period is 6 months from the replacement, but no more than 12 months from original delivery.

9.2 Exceptions. The company's warranty does not cover short-lived products such as gloves and defects due to: (i) general wear and tear, (ii) storage, installation, use or maintenance in violation of the Company's instructions or practices; (iii) repair or alteration performed by anyone other than the Company; and (iv) Other matters for which the Company is not responsible.

9.3 Announcement. If the customer discovers a defect during the warranty period that the customer wishes to invoke, it must be notified in writing to the Company. If an error or defect that the customer discovers or should have discovered is not immediately notified to the Company in writing, it cannot be claimed later. The Customer shall provide the Company with information about a notified error or defect which the Company requests.

9.4 Examination. Within a reasonable period of time after the Company has received notification from the Customer of an error or defect and examined the claim, the Company shall notify the Customer if the defect is covered by warranty. The Customer shall, on request, send defective parts to the Company. The customer is responsible for the costs and risks of parts during transport to the Company. The company carries the costs and risks of parts during transport to the customer if the defect is covered by warranty.

9.5 Corrective action. Within a reasonable time after the Company has notified the customer after item. 9.4 That a defect is covered by a warranty, the Company shall rectify the error or failure to: (i) replace or repair defective parts; or (ii) send parts to the Customer for Customer's own replacement or repair.

9.6 Termination. If the Company fails to remedy a defect or defect covered by warranty within a reasonable time after the Company has notified the Customer after paragraph 9.4, for reasons that the Customer is not responsible for and the defect is not remedied within a reasonable period of at least 30 days, the Customer may terminate the order (s) concerned by the error or defect by written notice to The Company. The Customer has no other rights in the event of defects or defects in products, spare parts or associated services other than those expressly stated in paragraph 9th.

10. Responsibility

10.1 Responsibility. Each party is responsible for its own actions and omissions in accordance with applicable law, subject to the restrictions arising from the Agreement.

10.2 Product Liability. The company is responsible for product liability regarding delivered products and spare parts, to the extent that such liability is due to mandatory legislation. The Customer shall indemnify the Company in so far as the Company may incur additional product liability.

10.3 Limitation. Regardless of any conflicting terms in the Legal basis, the Company's liability to the customer cannot per. Calendar year total exceed 10% of the sales of products, spare parts and associated services that the Company has invoiced to the customer in the previous calendar year. Limitation of Liability does not apply if the Company has acted intentionally or negligently.



10.4 Indirect loss. Regardless of any conflicting terms in the Legal Basis, the Company is not liable to the Customer for indirect loss, including loss of production, sales, fortune, time or goodwill, unless committed intentionally or negligently.

10.5 Force majeure. Regardless of any contradictory terms in the Legal Basis, the Company is not liable to the Customer for the failure to fulfill obligations that may be attributed to force majeure. Discharge remains as long as force majeure exists. As force majeure, matters that are beyond the control of the Company and which the Company should not have predicted at the conclusion of the agreement are considered. Examples of force majeure are unusual natural conditions, war, terror, fire, flood, vandalism and armed conflict.

11. Intellectual Property Rights

11.1 Property. The full ownership of all intellectual property rights relating to products, spare parts and associated services, including patents, designs, trademarks and copy rights, belongs to the Company.

11.2 Violation. If delivered products or spare parts infringe third party intellectual property rights, the Company shall at its own expense: (i) ensure the customer the right to continue using the infringing products or spare parts; (ii) change the infringing products or spare parts so that they no longer infringe; (iii) replace the infringing products or spare parts with someone who does not violate, or (iv) repurchase the infringing products or spare parts at the original net purchase price, less 50% per year since delivery. The Customer has no other rights in connection with the violation of third party intellectual property rights by products, spare parts or associated service.

12. Confidentiality

12.1 Disclosure and Use. The Customer may not disclose or use or allow others to use the Company's business secrets or other information of any kind which is not publicly available.

12.2 Protection. The Customer may not unlawfully obtain or attempt to obtain knowledge of or availability of the Company's confidential information as described in section. 12.1. The customer must keep the information safe to prevent them from accidentally coming to the knowledge of others.

12.3 Duration. Customer obligations according to paragraph 12.1-12.2 shall apply in the course of the parties' cooperation and without limitation after the termination of the agreement, regardless of the reason for the termination.

13. Applicable court and jurisdiction

13.1 Applicable law. The parties' trade is in all respects subject to Danish law.

13.2 Venue. Any dispute that may arise in connection with the parties' trade shall be settled by a Danish court.