



Terms and Conditions of Sale and Delivery (2021)

Purefi A/S, Rugmarken 37, DK-3520 Farum, Denmark

These sales and delivery terms relate to deliveries and services provided by Purefi A/S unless otherwise agreed in writing.

1. Terms of delivery:

Deliveries to the buyer in the European Union (EU) are based on FOB according to ICC Incoterms 2020.

Deliveries outside the European Union (EU) are based on FOB according to ICC Incoterms 2020.

Unless otherwise agreed, the buyer pays a calculated delivery price. The transport time is not included in the delivery time.

2. Terms of payment:

Payment shall be effected in Euro or Danish kroner unless otherwise agreed in writing.

Payment shall be made direct to Purefi A/S or to a bank indicated by Purefi A/S. Purefi A/S shall not be obliged to pay any costs in connection with the transfer of the purchase sum. In the event of payment not having been made by the date of maturity, interest shall be payable at the rate of 2 percent per calendar month or part thereof.

In principle, spare parts and accessories are sent with carriage forward and per cash on delivery.

Return of spare parts can only be made on prior agreement with Purefi A/S's Spare Parts department and 30% return fee.

3. Reservation of title:

Purefi A/S shall retain the title to goods delivered until the entire purchase sum has been paid.



4. Complaints:

Any risk pertaining to the goods shall pass to the customer upon delivery. Complaints about goods shall be made in writing and filed with Purefi A/S without undue and not later than eight days after delivery. In the event of Purefi A/S not having received a complaint within the said time limit, the customers shall forfeit all rights to complain about the quantity and quality of the goods delivered.

Purefi A/S shall be entitled and obliged to remedy all defects caused by faulty design, materials and workmanship.

Purefi A/S shall decide whether said remedy shall be in the form of repair or replacement of the defective part(s).

In the event of Purefi A/S opting to repair said goods, the customer shall be obliged to deliver the goods to and collect them from a workshop indicated by Purefi A/S without Purefi A/S incurring any costs in this connection. In the event of Purefi A/S opting to replace the defective part(s), the customers shall be obliged to forward the defective parts to Purefi A/S beforehand without Purefi A/S incurring any costs in the connection. Purefi A/S shall instead be entitled to supply replacement goods.

The liability of Purefi A/S shall only apply to defects becoming apparent in the goods sold within one year from the date of delivery.

Purefi A/S shall not assume any liability for defects in excess of what is stipulated in this clause. This shall apply to any loss caused by such defect, including loss of profits, last earnings and other consequential financial loss.

5. Warranty terms:

In the event of Purefi A/S providing a warranty, such warranty shall cover faulty design, materials, and workmanship. A warranty issued by Purefi A/S shall not cover errors and defects caused by insufficient maintenance, incorrect installation, changes made by the customs in incorrect use of the goods. In addition, such warranty shall not cover normal wear and tear. Purefi A/S's warranty obligation is conditional on the customer documenting that an error or defect ascertained was not caused by circumstances exempted from the warranty, cf. above. The customer shall notify Purefi A/S in writing of errors or defects in



the goods sold not later than eight days after such error of defect was or ought to have been detected by the customer. If the customer fails to notify Purefi A/S accordingly before the expiration of said time limit and warranty period, the customer shall not be entitled to lodge any claims with regard to such error or defect. Purefi A/S shall be entitled and obliged to remedy all defects covered by a warranty provided by Purefi A/S. Purefi A/S shall be free to decide whether such remedy shall be in the form of repair or replacement of the defective part(s) on the conditions stipulated in clause 4 of these sales and delivery terms. Purefi A/S assumes no other liability for such defects. This shall apply to any loss by the defect, including loss of profits, lost earnings and other consequential financial loss.

Whereas Purefi A/S delivers goods on basis of a sample, Purefi A/S only guarantees the quality and dimensional characteristics of the sample which has been tested by the purchaser for a specific purpose. Insignificant deviations from the samples or from previous information do not justify warranty claims to the extent that they do not have a significant negative effect on the contractually agreed functionality.

12 months warranty is granted on new parts from the date of delivery. However, no compensation is granted or other consequential costs.

Warranty work is settled per hour at fixed standard prices. Soot clogging of the particulate filters are not covered by the warranty under any circumstance.

With the use of unoriginal spare parts, Purefi A/S disclaims product liability and further warranty.

Warranted parts, unless otherwise agreed, are returned free of charge to Purefi A/S's Service department no later than 14 days after replacement.

6. Product liability:

The customer shall indemnify Purefi A/S to the extent that Purefi A/S is held liable to third parties for any injury/damage for which Purefi A/S excludes liability to the customer in pursuance of this clause.

Purefi A/S shall not be liable for any damage caused by the goods sold:



- a) to real estate or chattels personal occurring while the goods are in the possession of the customer
- b) to products manufactured by the customer or to products of which the said products are a part, or for any damage to real estate or chattels personal caused by the said products due to the sold.

Purefi A/S shall under no circumstances whatsoever be liable for loss of profits, lost earnings and other consequential financial loss. In the event of third parties filing any liability claims against either party under this clause, the one party shall immediately inform the other party hereof. Purefi A/S and the customer shall be under a mutual obligation to allow third parties institute legal proceedings against them in the court of law or arbitration tribunal entrusted with the hearing of claims for damages raised against them on the bases of any injury, damage or loss allegedly caused by the goods sold. The relationship between the customer and Purefi A/S shall, however always be decided at the venue stipulated in these sales and delivery terms.

7. Delay:

The customer shall be informed of any delays. In the event of delays, the customer shall only be entitled to repudiate the contract if the delayed materials are to the customer. In this case the customer shall - if time of delivery is not observed - forward to Purefi A/S a written request for delivery within 30 days. If delivery does not take place within the said 30 day time limit, the customer shall be entitled to cancel the order.

8. Re-usable packaging:

Purefi A/S reserves the right to invoice the customer for re-usable packaging (ex. EUR pallets).

9. Disclaimer and force majeure:

The following circumstances shall exempt Purefi A/S from liability always provide they occur after the signing of the contract and shall furthermore relieve Purefi A/S of its obligation to perform the contract: Strikes, lock-out, business interruptions, delayed delivery from suppliers and similar circumstances shall extend the time of delivery accordingly. War, civil unrest, natural disaster and similar events beyond the control of the parties, including lack of raw materials, confiscation, exchange controls and governmental restrictions, shall entitle Purefi A/S to cancel either partly or entirely any quotations or



standing orders. The party claiming force majeure shall inform the other party accordingly by express letter/telefax not later than seven days after the occurrence of the force majeure situation.

10. Disputes:

Any disputes between the parties arising out of or in connection with this contract shall be settled accordance with CISG (Contracts for the International Sales of Goods). Disputes shall if all possible always be settled out of court. If a dispute cannot be settled amicably, it shall be settled by Copenhagen Arbitration, Denmark. Purefi A/S may, however, opt to institute proceedings at the district court in Lyngby, Denmark.