

Zeppelin Danmark A/S's terms of delivery for parts and service

1. VALIDITY

These general terms apply unless otherwise provided for by written agreement. The terms may be changed by Zeppelin Danmark A/S (hereinafter "ZDK") without notice.

2. OFFER

All offers are without obligation. ZDK is only obliged to deliver when ZDK's order confirmation has been communicated to the buyer.

3. SPECIFICATIONS AND DRAWINGS

Illustrations, specifications and technical data such as weight, dimensions, volume, performance, power requirements, etc. in brochures and other promotional materials are for information only, and should only be taken as a guide. The drawings included with the tender and delivery may not be reproduced. Similarly, these and possible accompanying artwork and printed matter must not be made available to competing firms. In case the tender is not accepted, please return all design drawings.

4. DELIVERY TIME AND DISPATCH

All delivery times are approximate and announced with the delivery times current for ZDK's suppliers and subject to the item not being sold before order from buyer.

5. FORCE MAJEURE

Force majeure comprises every obstacle governed by section 24 of the Sale of Goods Act, both when such obstacles are general and when they impact ZDK or the plant selected to process the sales item or its subcontractors. Force majeure also comprises traffic difficulties which impact the seller's assumed mode of transport or road, and rejection of large work pieces, reduction in the supply of power, labour conflict, military mobilisation, requisition, confiscation or currency, export and import restrictions, travel restrictions or dissuasion of travel by the Ministry of Foreign Affairs or similar institutions, or other events outside the control of ZDK that ZDK could not reasonably be expected to take into account at the time of entering into the agreement or to avoid or overcome the consequences of such events.

6. DELIVERY AND TRANSFER OF RISK EXW (EX WORKS)

6.1. Delivery terms and conditions are Ex Works (Incoterms®2020). When ZDK is arranging the delivery, delivery has taken place when the sold item has arrived at the buyers address or any other agreed delivery location.

6.2. Unless otherwise agreed in writing, loading and dispatch is at the buyer's risk and expense and ZDK cannot be held liable for any irregularities, including delays, loss or damage to the shipment. Upon written request, ZDK will be able to help arrange shipping and insurance on behalf of the buyer and at the buyer's expense and risk.

7. SALES LIEN

ZDK has sales lien in sold parts and equipment until the purchase price plus any interest and costs are paid in full. The buyer must not actually or legally dispose of sales items in a way that can be damaging to ZDK's security. Cheques or other payment instructions are not considered as payment until they are fulfilled in their entirety.

8. PRICES

8.1 Unless otherwise agreed in writing, the price on the day of delivery applies. All prices comprise, unless explicitly specified, delivery EXW at ZDK's warehouses. ZDK cannot be held responsible for changes in prices required due to price changes from factories and shipping costs and charges imposed by public bodies. In the case of tariff changes which are introduced before the product is imported, the difference is charged or credited to the buyer.

8.2 Minimum invoice value – 100 EUR per order. In the case of order value below 100 EUR per order ZDK will apply a fee to increase order value to 100 EUR.

9. RETURN OF PARTS

9.1. All returns must be approved in advance by ZDK and be labelled with a return number. Parts returned must be new, in stock and in fully marketable condition. There must be no damage to the original packaging for each part returned. The parts shall be labelled with part number and a packing slip must be attached.

9.2. Parts that are not returned within 90 days, or which ZDK does not have in stock are not considered as returned goods, but as a repurchase which requires individual agreement.

9.3. Any agreements entered into regarding repurchase or incorrect shipments must be stated in the covering letter.

9.4. Small parts with a value of less than EUR 40 per part number / item number are not credited.

9.5. Parts of gasket sets and parts of complex units are not credited.

9.6. Return shipping is at buyer's risk and expense and crediting is based on ZDK's inventory of the parts received. Cash-on-delivery shipments billable to ZDK or equivalent will be rejected.

9.7. Returned parts that are not approved by ZDK are discarded unless otherwise expressly agreed.

9.8. When the returned good are received and approved by ZDK within 30 days after the delivery date, the buyer will be credited 90% of the invoice value. For returned goods between 30 and 90 days after the delivery date, the buyer will be credited 85% of the invoice value. Any discounts will be deducted before any return costs are calculated.

9.9. Returned goods which do not have a covering letter are considered as older than 90 days. The value is then determined in each case by ZDK and the amount credited to the buyer's account.

10. PAYMENT TERMS

10.1 Unless otherwise agreed in writing, the terms of payment are 30 days from invoice date. While work is ongoing or prior to the start of work, ZDK has the right to demand prepayment of up to 100% of the value of the estimated work, travel cost and usage of parts.

10.2. If payment is delayed, interest is charged pursuant to the Danish law of overdue payments section 5 subsection 1. Payment is regarded as timely when it has been credited to ZDK's account no later than the due date.

10.3 Unless otherwise agreed, payment must be made, without setoff (and including additional costs), before or at purchase or at delivery of the sold goods. We do not accept payment in cash, but only payment by debit card, bank transfer or credit card. Payment terms will be seen as firm dates. We may attach conditions to credit card payments.

11. DELAY AND RIGHT OF CANCELLATION

11.1. Should ZDK become aware that delivery will not take place within the indicative delivery time - or the guaranteed time - ZDK should notify the buyer about the delay, stating the reason for the delay, and if possible, provide a new delivery date.

11.2. In the presence of force majeure, cf. item 5, the delivery time is extended by the period of time in which the force majeure situation lasts.

11.3. If the agreed delivery time - guideline or guaranteed - is exceeded by 6 months or more, the buyer is entitled to rescind the purchase and receive any prepayments return. Buyer is not in the context entitled to compensation from ZDK for its possible direct or indirect losses.

11.4. Upon the delivery of the product – or if the property in whole or in part can be supplied by a subcontractor – the purchaser only have the right to rescind the contract if ZDK can make right of withdrawal to his supplier. It is an assumption that the sales conditions from the supplying factory or subcontractor are communicated to the buyer.

11.5. These provisions apply in place of sections 21-28 of the Sale of Goods Act.

11.6. If ZDK cannot deliver within the delivery date specified for the buyer, ZDK may terminate the agreement with the buyer without any other economic consequences except ZDK's obligation to refund any advance payment.

12. COMPENSATION FOR DELAYED DELIVERY

12.1. No form of compensation is paid if a guideline delivery date is not met.

12.2. The sales item is deemed as delivered upon the transfer of risk, cf. item 6, or written agreement otherwise, even if ZDK must carry out correction work at a later date, cf. item 14.3 or make subsequent delivery of parts which are of less economic importance in relation to the delivery in full.

13. BUYER'S OBLIGATION TO RECEIVE DELIVERY, CANCELLATION ETC.

13.1 Cancellation of the service contract shall be made in writing. If notification of cancellation is received by ZDK later than 3 working days before the planned start-up, the buyer shall pay ZDK a cancellation fee equivalent to the cost of the first working day in accordance with the applicable hourly rates. In addition, the buyer shall always pay compensation for ZDK's costs for travel, equipment rental, etc. related to the commission and that ZDK is not free to cancel.

13.2 Cancellation of ordered parts requires the consent of ZDK. In the event of a cancellation, the buyer will be charged a cancellation / return fee equivalent to 20% of the agreed price of the item cancelled.

14. TERMS AND CONDITIONS FOR COMPLAINTS

14.1. For service performed by ZDK on engines and other equipment, ZDK is liable for faults/defects which demonstrably are caused by material or assembly faults within the following time period counted from the date of delivery or the end of the work: 6 months or 2.000 working hours, whichever comes first. For spare parts, the right to complain applies for 12 months from the date of sale.

14.2. The buyer is obliged to investigate the sales item as soon as it is delivered and/or to check the work once it is has been completed. Any complaint relating to the delivery must be made in writing and no later than 8 days after the factors involved in the complaint have been or should have been discovered. All complaints shall be made on the complaint report form, enclosing full documentation and a description of the defect. The buyer has the burden of proving the existence of a contractual defect.

14.3. Assuming a timely, written, approved complaint, ZDK has the right, without undue delay, to remedy the defect. ZDK determines how the defect shall be remedied, including whether the improvement will be made using new parts, replacement parts or repair.

14.4. In the event of an approved complaint regarding parts, ZDK at its discretion will replace the defective parts, replacement parts and equipment with new or repaired parts. In the event of complaints regarding parts, replacement parts and equipment that the buyer himself has had fitted, ZDK only replaces the deficient part and not the expenses in connection with the consequential damages or other expenses for disassembly/assembly. All costs and risks associated with shipments shall be borne by the buyer.

14.5. In the event of an approved complaint regarding service work, ZDK covers the expenses for the rectification work and parts as well as ZDK's reasonable travel expenses (limited to travel costs to the original place of work/service), and reasonable accommodation costs when performing the work. It is assumed that the work is performed by ZDK's service workers during normal business hours or by others according to a written agreement with ZDK. Extra costs for obligatory overtime work, or work not covered by the complaint shall always be met by the buyer. In all events, ZDK reserves the right to demand payment by the buyer for expenses incurred by ZDK if service workers are needlessly summoned or related to erroneous complaints.

14.6. Any costs associated with the insertion of engines or equipment in the workshop (e.g. the cost of repairs, transport or rent) is of no relevance to ZDK unless otherwise agreed in writing beforehand.

14.7. Replaced parts should reach ZDK no later than 30 days after the repair date. If the part(s) are not returned as specified, any responsibility for ZDK ceases to exist and the buyer will be charged for all costs associated with repairs and/or sent replacement parts.

14.8. The buyer cannot make other claims in connection with alleged defects than the above-mentioned claim for rectification of defects.

14.9. ZDK's obligation is limited to the warranty and/or replacement. ZDK does not cover any damages (consequential damages) that the deficient delivery may have caused.

14.10. In any case of errors and/or defects, ZDK has no liability for the indirect losses which the error and/or defects may have caused to the buyer. With indirect losses mean loss of profits and other such consequential economic loss.

14.11. ZDK has no responsibility for errors, omissions or damage arising from age, wear and tear, use of unapproved lubricants, use of replacement parts, improper or unusual treatment or use, inadequate maintenance or overloading, etc. ZDK has no responsibility for errors, omissions, damage or loss caused by the buyer to have neglected his duty to mitigate losses or failed to complete work or actions that might limit the damage or loss.

14.12. If a sales item, including engines, are modified or repaired without ZDK's written approval, all costs regarding this connection are irrelevant to ZDK. If such change or repair takes place it absolves the responsibility of ZDK for any shortcomings in the delivery.

14.13. For replacement parts or labour, provided by ZDK in the context of repairing a defect that ZDK has responsibility for the warranty period expires while warranty period for the original delivery cf. item 14.1.

14.14. ZDK's liability for defects and/or faulty deliveries can only be asserted by the original purchaser.

15. PRODUCT RESPONSIBILITY

15.1. ZDK is only liable for injuries caused by defects in the originator if a defect is caused by errors for which ZDK is responsible under the general liability rules.

15.2. ZDK's liability is limited to DKK 10.000.000 per injury, and ZDK can never be held responsible for loss of profits or other indirect losses.

15.3. ZDK is only liable for defects in the delivered up to 6 months after delivery has taken place. To the extent that ZDK may be met with claims arising from the buyer's use of delivered goods – including resales - the buyer is obligated to indemnify ZDK from any claim to the extent that responsibility goes beyond the above limits. The buyer is liable to be sued by the same court which hears the claim against the ZDK.

16. REQUIREMENTS REGARDING WORKPLACE AND WORKING ENVIRONMENT

16.1. If, pursuant to the agreement, ZDK is to perform work at the buyer's premises or other location outside ZDK's workshop, the buyer bears the responsibility and risk to ensure, no later than the agreed start date, that the workplace is fully secure and prepared and that the work can be performed in accordance with OHSAS 18001.

16.2. ZDK has no obligation to commence or carry out work that may involve unnecessary or unacceptable hazards or risks, or where the workplace is not fully secure or prepared. The buyer shall replace ZDK's expenses and losses resulting from the workplace not being secure, as specified in item 16.1, or prepared, in accordance with the agreement.

17. LIMITATION OF LIABILITY

17.1. With the exception of the duty to rectify and standardized compensation specified in items 12 and 15, ZDK is not responsible for compensation, discount or other direct, special, incidental or consequential damages, including but not limited to loss of income, loss of actual or anticipated profits, cash shortages, loss of anticipated savings, lost revenue, loss of sales, loss of goodwill or any consequential loss, including loss resulting from personal injury or death, damage to equipment or property, as well as any costs for repairs of such damages or loss, irrespective of whether the claim is based on breach of warranty, purchase liability or other legal basis.

17.2. Any compensation claims arising in connection with the present contract are in any event limited to the direct, documented loss, although never exceeding the invoice value of the work or parts to which the complaint relates, provided there is no other express written agreement. The buyer must in all cases document the losses suffered and that ZDK is responsible. With the present terms & conditions ZDK has limited its liability for delays, defects, errors and product damage compared to the rules laid down by Danish law.

17.3 Buyer shall comply with all applicable laws, rules and regulations including any applicable export controls, sanctions, embargoes or other restrictions, in relation to any Goods supplied by ZDK under these terms and conditions. The buyer warrants that any goods delivered by ZDK shall not be re-exported, sold, transferred, or used in breach of the aforementioned laws, rules and regulations and Buyer shall indemnify, defend and hold harmless ZDK and its affiliates against any and all claims, losses, damage, costs, penalties, and/or fines whatsoever suffered by ZDK resulting from breach of the aforesaid warranty.

18. LEGAL VENUE AND CHOICE OF LAW

The agreement is subject to Danish law, regardless of what else may result from rules regarding choice of law. Copenhagen City Court is the exclusive legal venue for all claims against ZDK. The buyer approves the Copenhagen City Court or other legal venue in Denmark selected by ZDK, as a non-exclusive legal venue for all claims from ZDK against the buyer.

19. PRIVACY AND PERSONAL DATA

19.1 Parties shall render their full cooperation in order to enable the other party to fulfil its obligations under the applicable relevant laws and regulations in respect of the protection of personal data.

19.2 In performing its obligations in the course of the agreement, ZDK shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data relating to buyer.

19.3 ZDK shall process personal data relating to buyer only on behalf of buyer, in so far as required for the performance of its obligations under the agreement.

19.4 ZDK shall implement appropriate technical and organizational measures to protect personal data relating to buyer against unauthorized or unlawful processing.

19.5 If deemed necessary, the ZDK Data Processing Agreement shall be attached as Attachment to these Terms of delivery for parts and service by ZDK and signed by buyer.

