



## Sales & Delivery Terms

### **1. Application**

1.1 These sales and delivery conditions apply to OA Opbyg ApS ("hereinafter OA") when selling solutions ("hereinafter products") to the customer.

### **2. Agreement conclusion**

2.1 The agreement between the customer and OA is only entered into when OA, after receiving an order from the customer, has sent a written order confirmation containing a description of the products, as well as the price and place of delivery.

### **3. Price**

3.1 The price of the product is specified in the order confirmation. The price is unless otherwise stated exclusive. Freight, VAT, taxes and other expenses. Such amounts are borne by the customer in addition to the stated price in the order confirmation.

### **4. Payment terms**

4.1 The purchase price including all expenses and costs must be paid in cash no later than upon delivery unless otherwise agreed between OA and the customer.

4.2 OA is entitled to demand pre-payment as a condition of an agreement with the customer.

### **5. Retention of title**

5.1 The ownership of the product remains OA's until the entire purchase price including all taxes, costs and any interest has been paid.

5.2 Until the ownership has been transferred to the customer, the customer is obliged to keep the product insured and may not make any kind of resale, lending, mortgage or in any way that could harm OA.

5.3 The customer is obliged to give OA access to the product and to deliver this if OA should cancel the transaction.

### **6. Delivery**

6.1 Delivery has taken place. When the product has been made available to the customer or handed over to a third party after the customer has been appointed.

6.2 If the customer does not fail to pick up or receive the product, or the customer's other circumstances result in the product not being able to be received, delivery is considered to have taken place. Until the product has been picked up, it is stored at the buyer's expense and OA is therefore entitled to claim all costs in connection with storage of the product covered.

### **7. Risk transfer**

7.1 The risk passes to the customer upon delivery.

7.2 OA has the right to transfer its rights and obligations to a third party content to the agreement entered into between the customer and OA.



## **8. Delay.**

- 8.1 Delay on the part of OA does not give the customer the right to withdraw or demand compensation.
- 8.2 OA is not responsible for delays or deficiencies that exist in circumstances beyond OA's control. For example: war, strike, natural events, fire lockout or terrorism.
- 8.3 If there is a delay on the part of OA, OA is responsible for the documented loss that the customer must prove. However, OA is not liable for operating losses, profit losses or other indirect losses.

## **9. Right of complaint.**

- 9.1 OA provides a 2-year warranty on the products, calculated from the

date on the invoice or on the delivery date of the product. (the first coming).

- 9.2 If deficiencies are rectified during the complaint period, it is extended in section 9.1 mentioned complaint period not.

## **10. Customer default.**

The customer is liable for any loss that OA may incur if the customer breaches its obligations to OA regarding the agreement entered into.

## **11. Choice of law and venue**

All disputes that may arise between OA and the customer will have to be settled in accordance with Danish law in ordinary courts and where OA's business is domiciled.