

Terms and conditions

For supplies and services from GMI ENERGY ApS,
Dantes Plads 2, 1552 Copenhagen, the following conditions apply unless otherwise agreed in writing.

Offer

All offers submitted by GMI Energy ApS are based on the sale prices, tariffs, exchange rates and government charges applicable on the day of the offer. GMI Energy ApS reserves the right to regulate the sale price to the extent changes subsequently occur in tariff rates, exchange rates, state taxes, commodity prices, etc. Supplementary material that is delivered with submitted offers belongs to GMI Energy ApS. The material may not be abused or disclosed to third parties and must, upon request, if the offer does not lead to an order, be returned to GMI Energy ApS, cf. section 1 of the Marketing Act otherwise.

GMI Energy ApS's free offers can be freely revoked or changed until acceptance is reached by GMI Energy ApS. Reservations are made for any errors in the stated storage status, technical information about the product, etc.

Product information and advice

GMI Energy ApS makes reservations for the stated dimensions, proportions, weight, diagrams, instructions, technical information, etc., which appear in our catalogs, manuals, instructions, etc. as product development is ongoing.

Orders from the customer

Orders are binding on the Contracting Authority and alterations or cancellations can only be made after written agreement with GMI Energy ApS. GMI Energy ApS processes the order as soon as it is received in the system. When ordering special items, a

prepayment of 30% of the final sum is charged. There is no right of withdrawal on specialty goods and these cannot be returned. GMI Energy ApS has the right to cancel an order at any time.

TERMINATION OF THE AGREEMENT

The Customer is obliged at the termination of the agreement, regardless of the reason for the termination, to purchase and pay for Products, including packaging, accessories, etc., which we, at the Customer's wish, have in stock. The same applies to products, packaging, accessories, etc. that are included in the Product that is in stock at our suppliers, including at a supplier that the Customer has designated us. Transfer is made to the Customer at documented or agreed cost price at the time of the transfer. If the agreed cost price is based on an offer or similar agreement, an agreed cost price will only be in force during the agreed terms being applied to GMI Energy ApS. If the agreed terms are not implemented, including packaging, accessories, etc., any discounts, payment deadlines and any other agreements will cease and the full cost price of GMI Energy ApS will be charged without special agreements.

Shipping and Ownership

Shipping takes place at the buyer's expense and risk, unless otherwise agreed in connection with the conclusion of the transaction. The ownership of the sale remains with GMI Energy ApS until the full purchase price has been paid.

Complaints

Returns of ordered and delivered goods can only take place by prior arrangement and stating the delivery note number and date. Buyer is obliged to inspect the item immediately upon receipt. Complaints must be made to GMI Energy ApS within 8 days of delivery. If the buyer fails to advertise within this deadline, he cannot later claim any defects. Section 5 of the Purchasing Act. Any complaints about defects or other visible defects in the goods must be made immediately and in writing within 48 hours of the delivery. Otherwise, the buyer forfeits his right to make deficiencies against GMI Energy ApS. Costs incurred by the buyer as a result of alleged errors are not covered by GMI Energy ApS unless GMI Energy ApS has received the complaint and has agreed in writing to cover the costs. Costs associated with return and any other risk of damage are borne by the buyer. Stocked goods that are returned by agreement within 3 weeks of delivery are credited with a deduction of 5%, however min. DKK 100, - provided the item is unused in original and undamaged packaging. Stocked goods that are returned by agreement up to 3 weeks after delivery are credited with a deduction of 10%, however min. DKK 100, - provided the item is unused in original and undamaged packaging. Un stocked items, specially made or specially taken home goods cannot be returned. Goods cannot be returned later than 3 weeks after the delivery date.

Transport damage

Transport damage must be reported immediately by the buyer to the carrier (post office, freightman, etc.) upon receipt of the goods with the simultaneous orientation of GMI Energy ApS.

Packaging and other supplements

Pallets, frames and other packaging are invoiced at cost and are not returned. Other additional costs will be charged separately, e.g. energy surcharge, vain driving, special take-home costs, etc.

Correcting faults and deficiencies

Items that, within 24 months of delivery, may prove to be materially defective, for which we are responsible, will be replaced at our option either by repair, replacement or reimbursement of the payment made. There is no additional purchasing power in addition. For repair or replacement, delivery must be delivered to our address free of charge. GMI Energy ApS is not responsible for errors or defects that occur in the delivered software, products, etc. unless gross negligence on the part of GMI Energy ApS can be detected. GMI Energy ApS is not liable for operating losses, time losses, loss of profits or other indirect losses.

Delay

Delayed delivery does not justify the buyer for cancellation of the purchase unless the buyer after the delivery deadline to GMI Energy ApS has made a written demand with a reasonable deadline for completion of the delivery. GMI Energy ApS is not responsible for the direct or indirect loss of the buyer in the event of a delay in delivery.

Creditor

If the buyer fails to pick up or receive the goods, GMI Energy ApS is entitled to store and possibly insure the goods at the buyer's expense. If the buyer, despite written request, does not collect / receive the goods immediately thereafter, GMI Energy ApS is entitled to the best possible way for the buyer to sell the goods to another party. Possibly. Mango is charged by buyer 1.

Prices

All prices are daily prices stated in DKK excl. VAT, state taxes and light sources unless otherwise stated. Reservations are made for printing errors, price changes and discontinued goods.

Payment

Payment must be made in net cash, unless otherwise agreed between the parties. For specialty goods, 30% of the final sum is prepaid. If payment after due date is charged fee of DKK 100.00 and interest at 2% per. commenced month. The Buyer is not entitled to withhold any payment due to counterclaim which GMI Energy ApS has not approved.

Building Supply Clause

To the extent that goods are delivered to a construction contract in Denmark, where AB92 / ABT 93 applies, delivery takes place in accordance with AB 92 and ABT 93, §§ 10 (2). 4 and 5, para. 5, as follows: GMI Energy ApS's responsibility for deficiencies in deliveries ceases 5 years after delivery that the construction in which the supply is included. However, in the case of deliveries to stock or resale, the responsibility ceases within 6 years of delivery to the buyer. The case is being processed by the Arbitration Tribunal for Construction.

Product liability (Disclaimer)

Failure, including delay or delivery of defective goods, only entitles the buyer to compensation if the buyer proves that the breach is due to gross negligence on the part of GMI Energy ApS. However, GMI Energy ApS is in no case responsible for operating losses, time losses, loss of profits or similar indirect losses, including buying fines

imposed. The company is solely responsible for product liability in accordance with the rules of the Product Liability Act. In addition, the Company is not responsible for product liability. GMI Energy ApS is only liable for the damage caused by the product sold if it can be documented that the damage is due to a fault committed by the seller or others for which the seller is responsible. GMI Energy ApS's liability for property damage cannot exceed the purchased purchase price. The seller is not liable for damage to movable property or property while the item is in the buyer's possession. GMI Energy ApS is also not liable for damage to products made by the buyer or products in which they are included. GMI Energy ApS is not responsible for operating losses, time losses or other financial consequential losses. To the extent that GMI Energy ApS may be subject to product liability to third parties, the buyer is obliged to indemnify GMI Energy ApS to the same extent that GMI Energy ApS's liability is limited in accordance with paragraph. 1-4. The Buyer is obliged to notify GMI Energy ApS immediately of any claims for damages from third parties in accordance with this provision as well as to be sued in the same court that processes claims against the seller on the basis of the product sold.

Force majeure

The following circumstances result in discharge if they prevent the fulfillment of the agreement or render it unreasonably burdensome: labor conflict and any other circumstance which the parties are not in control, such as fire, war, mobilization or military summons of similar scope, requisition, seizure, currency restrictions, rebellion and currency restrictions, lack of means of transport, general scarcity of goods, restrictions on driving force, and lack of or delay in deliveries from subcontractors due

to some of the circumstances mentioned in this paragraph.

Rights

All products, industrial and intellectual property rights to the Product (including instructions, specifications, contents, manufacturing methods, packaging, etc.) belong to us. The Customer is not entitled to charge similar or similar products, incl. packaging, etc., from third parties, and the Customer is not entitled to use such in the sale and marketing of similar products. If a case is brought against the buyer alleging infringement of products created by GMI Energy ApS, the buyer is obliged to notify GMI Energy ApS in writing. To the extent that the buyer makes changes to the delivered, all liability from GMI Energy ApS ceases, and GMI Energy ApS will not be liable for infringement of other people's patents or other copyright that may result.

Guarantee

Our product information, Assembly instructions etc. are for guidance only and GMI Energy ApS is not responsible for any errors, defects etc. Information in product information is only binding on us when a separate written guarantee is provided for these as part of the agreement. The Customer has full responsibility for the selection of the Product, including that the Content and properties of the Product meet the Customer's requirements for this. Products subject to defects in manufacture or materials are repaired or replaced in accordance with the Danish Purchasing Act's rules on this for a maximum of 5 years and to the same extent as the guarantee from subcontractors has stated. LED light sources, however, max for 2 years. GMI Energy ApS gives the Customer a guarantee similar to the one received by GMI Energy ApS from a

subcontractor / producer. Please refer to the guarantee provisions of each subcontractor / manufacturer at all times. No other guarantee is provided by GMI Energy ApS unless expressly agreed in writing. Furthermore, for warranty claims GMI Energy's provisions on complaints and defects, limited liability, etc. apply. If the manufacturer / manufacturer of the Product provides a warranty, only the manufacturer / manufacturer will be liable for this guarantee obligation. Thus, the customer cannot claim GMI Energy ApS as a result of the manufacturer's / manufacturer's warranty. Guarantee of GMI Energy ApS only applies if a recommended surge protector (recommended units' model: SPD-20-240P, SPD-20-277P, from Mean Well or equivalent) is installed. All material must be set up under applicable regulations and legal requirements, inspected and approved by an authorized electrical installer. Existing power supplies and material from and to a product from GMI Energy ApS must be listed under applicable regulations and legal requirements and approved by an authorized electrical installer. Products from GMI Energy ApS must not be serviced or modified by others. If these requirements are not complied with, the warranty is no longer valid.

Disputes

Disagreements must be resolved under Danish law and the jurisdiction must be the Maritime and Commercial Court in Copenhagen or, alternatively, the City of Copenhagen, regardless of where the buyer is domiciled. The parties may, after the dispute have arisen by agreement, agree to another venue.