



# TERMS OF SALE AND DELIVERY

Orders and deliveries are subject to the terms below, unless the parties have entered into another written agreement in this respect.

## 1. APPLICATION

These terms of sale and delivery apply to any sale and any delivery of products from Omron Electronics A/S ("Omron") to the company having placed an order with Omron ("the Customer"), unless otherwise agreed in writing.

The Customer's general terms of business or terms of purchase which the Customer communicates to Omron shall not be binding on Omron, and accordingly Omron's sale and delivery of products to the Customer shall only be regulated by and subject to these terms of sale and delivery.

## 2. OFFERS AND ORDERS

All offers from Omron only constitute an invitation to the Customer to make an offer by placing an order with Omron.

The Customer must place the order in writing, specifying at least the product type (the product number and/or product name), the requested number of products and the requested date of delivery. Having placed an order, the Customer cannot cancel the order or make any changes to said order without prior written agreement with Omron.

## 3. PRICES

All prices are in either Danish kroner or in Euro, excluding VAT and extra charges and fees, if relevant, and they are based on the sales prices, customs duties, exchange rates, fees, and the like, applicable on the date of the offer. Until the time of delivery, Omron is entitled to change the price of the products as a consequence of increased costs for Omron, including documented changes in exchange rates, customs duties, taxes, charges, indirect taxes, etc., and changes in prices by Omron's suppliers.

## 4. DELIVERY AND SHIPMENT

Shipment of goods is ex warehouse (under the Incoterms 2020 EXW terms).

Delivery dates are only estimates and are not binding on Omron. If the order is for products which Omron does not stock at the order date, Omron will within reasonable time inform the Customer of this and state when delivery is expected to take place. The Customer is not entitled to cancel the order because of delayed delivery, unless after the expiry of the delivery deadline the Customer sends written notice to Omron allowing reasonable time to complete the delivery. Omron is not liable for the Customer's direct or indirect losses in case of delayed delivery.

Deliveries under DKK 1,500, net, excluding VAT, are subject to a handling charge of DKK 150.

## 5. PACKAGING

The Customer shall not change, remove or delete the labelling or original packaging of Omron's products and shall also not delete warnings, markings, notices or characteristics which are a part of or stated on the product or the packaging of the product.

## 6. COMPLAINTS AND RETURNS

In connection with the delivery the Customer shall immediately inspect the delivered products thoroughly and appropriately. If the Customer claims that the delivered product is visibly damaged from the transport, including the packaging and wrapping, the Customer shall immediately notify Omron of this no later than on the date of delivery. If the Customer claims that the delivered product had a hidden defect caused by the transport when delivered, the Customer shall notify Omron of this no later than eight (8) working days from the delivery of the product to the Customer. If the Customer claims that Omron has not delivered the correct number of ordered products or that Omron has not delivered the product that the Customer actually ordered, the Customer shall notify Omron of this no later than eight (8) working days from the delivery of the product to the Customer. By acknowledging receipt of the products, the Customer confirms that the delivery is consistent with the order confirmation.

Only stock goods in new condition and in undamaged original packaging will be accepted for returns. Any return of goods must be agreed in advance with Omron and against the Customer's prior payment of a return fee constituting 15 % of the product price with the minimum return fee being DKK 500. Omron will then issue a return number to the Customer.

## 7. WARRANTY, DEFECTS AND COMPLAINTS

Omron offers a twelve (12) month warranty on products in relation to manufacturing defects and defects in materials.

If it turns out that the products sold by Omron are defective under the law on the sale of goods, and the Customer wishes to rely on such a defect, the Customer must immediately notify Omron (file a complaint) about this. If the Customer does not file such a complaint, even though the Customer has noticed, or should have noticed, the defect, the Customer cannot give notice of non-conformity to Omron at a later point. It is up to the Customer to prove that the defect in the product which the Customer relies on was present at the time of delivery of the product to the Customer.

In connection with a complaint about a product, the Customer must also provide Omron with a specific description of the defect in question and a photo hereof. If the complaint is made in time and is legitimate, Omron has the choice of either remedying the defect or replacing the product at Omron's own expense. Omron shall order and pay for the collection of the product and the return hereof. The Customer is not entitled to give notice of further defects, and the Customer is consequently not entitled to damages or compensation for losses and/or costs which the Customer may incur in relation to the remedy or replacement.

If the remedy or replacement under these terms of sale and delivery does

not take place within reasonable time, the Customer is entitled to have the repair carried out by a third party at the expense of Omron pursuant to the general rules of Danish law and these terms of sale and delivery; provided that such repair takes place in a reasonable manner and Omron has received notice to this effect. Omron's liability for such repairs by a third party is limited to the direct costs in relation to the repair of the product, and Omron's liability for the repairs by a third party cannot exceed the original price of the product. If within twelve (12) months from the time of delivery, the Customer has not relied on any defect in the delivered product in relation to Omron, the Customer cannot rely on the defect at a later date. If the use of the product is contrary to the product specifications, this period will be reduced proportionately.

## 8. LIMITATION OF LIABILITY IN CASE OF DELAY, DEFECTS OR FAULTY DELIVERY

Under no circumstances shall Omron be held liable for business interruptions, loss of profits or other indirect losses and consequential damage, including payment of agreed penalties or payment of other claims, due to the delay or defects in the products sold (including in the delivered software) unless Omron has acted wilfully or with gross negligence, and the Customer can prove this. This shall also apply to faulty deliveries that may be attributed directly to Omron.

Except for in the circumstances mentioned in section 14, Omron shall not be held liable for any losses of any kind that the Customer suffers due to claims from third parties.

In no circumstances, shall Omron's total claim for damages exceed the original price of the product.

Any change to or interference with the product sold without Omron's prior written consent exempts Omron from any obligation in relation to the product. Omron shall not be liable for the product's usefulness for a specific purpose, unless Omron has undertaken to guarantee such usefulness in writing.

## 9. PAYMENT

Payments shall be made no later than 30 days from the date of the invoice. If the payment is not made in time, the outstanding amount shall accrue 1 % interest each month, or part of a month, that the payment is delayed.

Any price differences, if relevant, will be charged to the Customer in case of late payment.

The Customer is not entitled to set-off any counterclaims against Omron and is not entitled to withhold any part of the purchase price due to counterclaims or complaints of any kind.

## 10. APPENDICES

Any appendices provided with an offer shall belong to Omron. The appendices shall not be misused or communicated to third parties, and they shall be returned to Omron at Omron's request if the offer does not lead to an order.

## 11. RECALL

If it becomes necessary to recall a product that Omron has delivered to the Customer because of non-compliance with applicable laws, Omron shall define and coordinate the recall of the product, including undertake the communication with Omron's customers and the market in general regarding the recall of the product. Under no circumstances shall Omron be held liable for business interruptions, loss of profits or other indirect losses or consequential damage resulting from the recall of a product.

## 12. CHANGES

Omron may continuously change dimensions, weights, diagrams, instructions, etc., in Omron's catalogues, manuals, etc., without any prior notification.

From time to time, Omron may change these terms of sale and delivery giving the Customer a thirty (30) working days' written notice. The version of the terms of sale and delivery in force at any time can be found at <https://omron.dk/da/home>.

## 13. DELIVERIES TO CONSTRUCTION PROJECTS

To the extent goods are delivered to construction projects in Denmark, the delivery takes place in accordance with the clause on deliveries to construction projects in the Danish Building and Property Agency's circular of 25 June 1986. Omron's liability for defects in deliveries shall expire 5 years after delivery was made to the construction project of which the delivery is a part. However, if the delivery was intended for storage or resale, the liability shall expire no later than 6 years after delivery to the Customer.

If it is proved that a claim regarding a defect in a delivery cannot be put through - or can only be put through with great difficulty - against Omron's Customers or against subsequent buyers, it is acknowledged that the claim can also be asserted directly against Omron. In such cases as well, Omron shall only be held liable for defects to the extent Omron's own deliveries are defective, and also only to the extent stipulated by Omron's contractual relationship with its customer.

In any event, however, Omron acknowledges the option of instituting legal proceedings together with the Customer, or the Customer's subsequent buyers, in consequence of the parties' mutual relationship. Such a case shall be brought before the Danish Building and Construction Arbitration Board.

## 14. PRODUCT LIABILITY

Omron is liable for damage caused by a defective product under the applicable Danish laws and rules in force at any time with the liability limitations following from these terms of sale and delivery. Omron is only liable for damage, including death and personal injury, if it can be substantiated that the product Omron delivered was defective upon delivery of the product to the Customer, and if it can be substantiated that the damage is directly caused by

the defective product.

Under this, Omron may only be held liable for personal injury caused by a product if it can be proved that the injury is a consequence of failure or negligence on the part of Omron or others for which Omron is liable. Omron is not liable for any damage to real or personal property caused by a product after delivery has taken place. Nor is Omron liable for any damage to products manufactured by or stored with the Customer or to the Customer's products of which one of Omron's products forms part.

Omron is not liable for any damage to real or personal property while the goods are in the Customer's possession. Nor is Omron liable for any damage to products manufactured by the Customer or to products of which these form part.

Omron is not liable for business interruptions, loss of profits, time lost, or other indirect losses or consequential damage, including payment of agreed penalties or payment of other claims, due to Omron's delivery of a defective product to the Customer, unless the Customer is able to prove that Omron has acted wilfully or with gross negligence.

To the extent Omron is ordered to assume product liability, and thus an associated liability for damages, in relation to a third party, the Customer shall indemnify Omron to the same extent that Omron's liability is limited under these terms of sale and delivery.

The Customer shall notify Omron immediately of any claims for damages from third parties under this provision, and shall submit to appear as the defendant before the same court in which proceedings are initiated regarding claims for damages against Omron regarding the goods sold. The relationship between Omron and the Customer can always be settled by arbitration if so requested at Omron's directions.

**15. FORCE MAJEURE**

Omron shall be exempt from liability under the following circumstances if they lead to non-performance of the agreement or make such fulfilment unreasonably burdensome: Industrial conflicts, pandemics, strikes, lockouts and any other events over which Omron has no control, such as fires, war, mobilisation or unforeseen military drafting of an equal volume, requisitioning orders, seizure, currency restrictions, rebellion and riots, unusual weather conditions and natural disasters, shortage of means of transportation, general shortage of goods, moving power restrictions and defects or delays in deliveries from suppliers which are due to any of the events specified in this clause.

**16. OWNERSHIP RIGHTS AND USER RIGHTS**

With the limitations following from mandatory statutory provisions, Omron reserves the right of ownership in the products sold until the full purchase price including any costs and interest incurred, etc. has been paid to Omron.

The user shall acquire no ownership rights to software, source programs and documentation delivered, unless such an acquisition is expressly stated in the purchase agreement.

The user is only entitled to use the software in question for itself and for associated companies for operating hardware described in the invoice, delivery notice, agreement, or the like.

**17. GOVERNING LAW AND JURISDICTION**

These terms of sale and delivery are governed by Danish law, but the Danish international private law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are to be disregarded. Any dispute arising out of these terms of sale and delivery shall be decided in Denmark by the District Court in Roskilde (Retten i Roskilde).