

General Terms and Conditions of Delivery For CCM Electronic Engineering Aps

The following General Terms and Conditions of Delivery apply to the rendering of services ("Services") and delivery of products ("Products"), collectively referred to as Products, from CCM Electronic Engineering ("CCM") to a given customer (the "Customer"). In the following, any agreed rendering of Services and/or delivery of Products is referred to as the "Task" or "Tasks". These General Terms and Conditions of Delivery are mutually binding on CCM and the Customer unless otherwise expressly agreed. CCM is not bound by terms set forth by the Customer that deviate from these General Terms and Conditions of Delivery unless such terms have been agreed in writing between CCM and the Customer. Nor is CCM bound by terms set forth by the Customer although CCM has not objected to such terms.

1. Order confirmation

Any order from the Customer has not been accepted until CCM has accepted the quotation in writing. Any written quotation from CCM must be accepted by the Customer within the deadline stated in the quotation in order to be binding on CCM.

2. Delivery and passing of risk

Products are delivered Ex Works from CCM, Sønderborg Incoterms (2020) or any other location in Denmark stated by CCM. If there is no information from the Customer about the mode of transport, CCM may dispatch Products to the Customer using any mode of transport chosen by CCM. Any consequent costs incurred by CCM, including insurance, must be paid by the Customer, and transport is at the Customer's risk unless otherwise stated in the specific quotation.

3. The Service

The Task must be completed in a professional manner according to the terms agreed and applicable legislation. The Customer must notify of all matters relevant to observance of legislation of which it is aware.

4. Breach - Remedies

If CCM does not provide the Task at the agreed time, the Customer may submit a written claim for delivery and set a final and reasonable deadline. If delivery does not take place within that deadline, the Customer is entitled to cancel the purchase. Beyond that, the Customer may not advance any claims against CCM due to late delivery. In case of defects in the Services rendered or Products delivered, CCM is entitled to remedy, subsequent delivery or replacement delivery. CCM is obliged to repair or replace, at its own discretion, the Products which turn out to be defective at the time of delivery according to CCM's inspection, either due to manufacturing defects, design defects or defects in material, provided that the Customer complains within 12 months from delivery of the Task. In case of notice of defects, the Customer sends the Product to CCM according to prior agreement with CCM, including a delivery note stating the defect claimed. Transport and insurance are paid by the Customer. The Product must be returned with no fitted parts. If CCM's inspection shows that the Product is not defective, the Product must be returned to the Customer. Transport and insurance are paid by the Customer. If CCM finds defects, CCM sends the repaired or a new Product to the Customer and takes possession of any replaced parts or the defective Product. CCM chooses the mode of transport and pays transport and insurance. Beyond that, the Customer may not advance any claims against CCM due to defective Products. If the Customer wants to claim late delivery or any other breach, he must notify CCM in writing without undue delay after the breach has been or should have been found.

5. Right of stoppage in transit

If the Customer does not pay by maturity or if CCM has reason to anticipate that it will not happen, CCM may give written notification and stop all works regarding the Task and other works in progress relating to the Task as well as other Tasks in progress for the Customer. The right of stoppage in transit ends once payment takes place or the risk of non-payment has ceased.

6. Prices and price changes

Prices are fixed according to a separate agreement or quotation and are exclusive of VAT unless otherwise agreed in writing. CCM reserves the right to adjust the prices agreed for non-rendered Services and non-delivered Products in case of exchange rate changes, price increases from sub-suppliers, increases in material prices, payroll changes, state interventions etc.

The hourly rate is DKK 1250.00 for senior engineers with more than 10 years of experience and DKK 1050.00 for Junior engineers with more than 3 years of experience. All materials or components used to fulfil the request will be invoiced. If the Customer's request is classified as "Urgent" and we must respond within 24 hours from the time of the request, an additional "Quick service fee" of DKK 4,000 will be charged. If the request goes beyond normal working hours, an additional fee of DKK 2,000 will be charged.

See <http://www.ccm-ee.dk/en/support> for additional information.

CCM is not bound by the Customer's terms that deviate from these General Terms and Conditions of Delivery except that these terms are agreed in writing between CCM and the Customer. Nor is CCM bound by the Customer's terms and conditions although CCM has not objected to such terms.

The Customer will be charged for the number of hours used to perform the Task. The Customer is bound by this contract when CCM has accepted the quotation in writing.

7. Packaging

Disposable packaging is included in the prices agreed and is not reimbursed in case of a return.

8. Terms of payment

Payment must be in the currency agreed and at the agreed time for payment and within 30 days from the date of invoice unless otherwise agreed. If the Customer does not pay at the time for payment, the Customer must pay interest calculated from the due date. The default interest is 2% a month. No extension will be granted.

9. Retention of ownership until payment is made

CCM reserves the right for retention of ownership of Products delivered until full payment is made. On request, the Customer will take the necessary steps to secure and defend CCM's ownership of the Products.

10. Group set-off

CCM is entitled to set off its own claims against the Customer against any claims that the Customer has against CCM.

11. Catalogues, descriptions etc.

Any information - whether it originates from CCM or one of CCM's business relations - regarding the weight, dimensions, capacity and technical data in the catalogue, description, prospectus, ad etc. is to be considered informative and is only binding to the extent that a reference is expressly made in the quotation and/or order confirmation. Specific demands from the Customer are only binding to the extent that they have been confirmed in writing by CCM.

12. Drawings and descriptions

CCM is always entitled to keep copies of results obtained in connection with the project with respect to results in the form of drawings, reports, data and programme files, systems, components or the like. CCM is also entitled to keep copies of work material forming the basis of the result in the same form as mentioned above. Such material is subject to the confidentiality provisions of the project.

13. Changes

CCM reserves the right to make changes to its Services and Products without notice if it can be done without significantly changing the agreed technical specifications and with no significant change to the function of the Products. The Customer may demand changes to the nature, scope and delivery time of the Task when such changes are naturally linked to the Services agreed and cause no significant inconvenience to CCM. Both parties may demand changes to the Task when caused by new legal requirements or changed public regulations. If a change to the Task entails an increase of CCM's expenses, payment will be adjusted correspondingly.

14. Product liability

CCM is not liable for damage caused by the Services or a Product to things, property or movables that occurs while in the Customer's possession. Nor is CCM liable for damage to products produced by the Customer or to products in which products produced by the Customer are incorporated. To the extent that product liability is imposed on CCM against any third party for such damage, the Customer is obliged to indemnify CCM. Furthermore, the Customer is obliged to agree to be a co-defendant before the court or arbitration tribunal that hears claims against CCM based on such damage. If a third-party advances claims against one of the parties regarding liability for such damage, that party must immediately inform the other party in writing. In case of personal injury due to product liability, the Customer indemnifies CCM against any claim advanced by the injured party against CCM.

15. Property rights and rights of use

15.1. The Customer has an unrestricted, non-exclusive right to use all Products, documentation, material and software produced by CCM according to a separate agreement. The right of use for all such intellectual property rights mentioned above belongs to CCM.

15.2. If, when solving a Task, the Customer brings background knowledge belonging to him as a property right ("Background Knowledge"), ownership of such Background Knowledge after the performance of the Task will still belong to the Customer as a property right, but CCM must have a non-exclusive right to use such Background Knowledge.

If, when solving the Task, new knowledge or know-how ("Foreground Knowledge") results, such Foreground Knowledge will belong to CCM.

15.3. If, when solving a Task, standard software is included, it must be purchased by the Customer at its own expense. CCM bears no responsibility for the Customer's establishment of rights for the purchased standard software or for any infringement by the standard software of third-party rights.

15.4. If the Customer leaves CCM, CCM must establish access to all current source code specifically developed for the Customer. For newer installations with Extensions, CCM provides all source code.

16. Compensation - Consequential loss/Indirect loss

Each party is liable according to the general compensation rules of Danish law unless otherwise provided by these General Terms and Conditions of Delivery. However, CCM bears no liability for any form of consequential loss or indirect loss due to defects in and/or late rendering of Services or delivery of Product or that may arise in connection with product liability or recalls regardless of the cause of the defect, delay or defect, including, but not limited to, production interruption, loss of profit and loss of goodwill.

17. Complaints

Claims concerning defects, delay, product liability or other claims for compensation must be advanced in writing to CCM without undue delay.

18. Cancellation

The Parties may cancel the Task by giving one month's notice as of the first of any month. In case of cancellation, CCM is entitled to a fee for work performed until the end of the cancellation period. In case of cancellation, these General Terms and Conditions of Delivery will remain in existence after the cancellation.

19. Production of products designed by the Customer.

CCM cannot be held liable for design defects, under-dimensioning or incorrect selection of material for products designed by the Customer and produced by CCM. No claim for damages of any kind may be advanced against CCM in the above cases. CCM is indemnified of costs in connection with remedying defects in the above products.

20. Force majeure

CCM is entitled to cancel the Task or postpone agreed rendering of Services or delivery Products and is also free of any liability for missing, defective or late delivery of the Task that in whole or in part is due to circumstances beyond CCM's reasonable control such as riots, unrest, war, terrorism, fire, public regulations, strike, lockout, slow-down, lack of means of transport, scarcity of goods, illness or delay in or defects in deliveries from the supplier, accidents in the production or testing or lack of energy supply. All of the Customer's rights and CCM's obligations are suspended in such cases. If the force majeure event lasts for more than six months, each party may cancel the Task. Neither in case of cancellation nor postponed execution may the Customer require damages or advance any other claim against CCM.

21. Confidentiality

Information requested dealt with in confidence and that is exchanged between the Customer and CCM in connection with the Task must be explicitly marked as confidential. Confidential information may only be used in connection with the Task and may not be disclosed to any third parties without CCM's consent. The duty of confidentiality does not include information that is or gets in the public domain or that otherwise lawfully is or comes into the Customer's or CCM's possession.

22. Transfer of rights

The Customer may not transfer its obligations to anyone else without CCM's written consent. CCM may leave parts of the execution of the Task to a sub-supplier provided that there will be no significant inconvenience to the Customer.

23. Partial invalidity

If one or several provisions in these General Terms and Conditions are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other provisions will not be affected or impaired.

24. Disputes

Any disputes between the parties are settled according to Danish law. Any dispute arising in relation to the delivery that cannot be solved amicably must be finally settled by arbitration according to the "Rules of arbitration procedure of the Danish Institute of Arbitration". Arbitration proceedings must be held in Copenhagen.

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