

Terms of Sale and Delivery of FiberLAN A/S, Kærvej 39, DK-5220 Odense SØ, business reg. no. 27982379

Valid from January 2023

1. General information

These Terms of Sale and Delivery ("Terms of Delivery") apply to all supplies of products and/or services from FiberLAN A/S ("FiberLAN"), to any customer acting as a business or as a private individual ("Customer").

The Danish General Conditions for Building and Construction Works and Supplies ("AB18") similarly apply to construction contracts, always provided that the provisions of these Terms of Delivery take precedence over the provisions of AB18.

The Terms of Delivery are mutually binding unless otherwise agreed in writing between FiberLAN and the Customer.

FiberLAN is entitled to let the work, in whole or in part, be performed by subcontractors.

2. Offer and order confirmation

FiberLAN's offer is valid for the period of time specified in the offer. If no expiry date of the offer is specified, the offer is valid for 14 calendar days counted from the date of the offer. After expiry of this time limit, FiberLAN's offer automatically lapses. FiberLAN's offer may also lapse if a supply is sold out, the conditions have changed, or the terms of delivery change, for instance on the part of a subcontractor.

The Customer is only entitled to invoke the terms of the Terms of Delivery or the terms of any individual agreement between the parties. Information which FiberLAN has provided orally, at the internet, in brochures and the like is thus not relevant for the assessment of the supply.

An order is not binding until the Customer has accepted FiberLAN's offer by email or via the acceptance link which the Customer has received from FiberLAN, alternatively when a binding, signed agreement has been made between the Customer and FiberLAN.

When FiberLAN has forwarded an order confirmation to the Customer, the Customer is not entitled to change or cancel the order. If the Customer still chooses to cancel the order, the Customer is obliged to compensate FiberLAN's lost profit.

3. Prices and terms of payment

The agreed prices are specified in FiberLAN's offer or in the agreement made between FiberLAN and the Customer. The prices are fixed during the calendar year in which the offer/agreement is made, after which time they may be adjusted according to the changes in Statistics Denmark's ILO12, 3 (construction) index of average earnings (non-seasonally adjusted). The prices may then be adjusted every 12 months.

If you are a consumer, the total price is stated inclusive of VAT. Unless otherwise stated, all prices for businesses are exclusive of VAT and other taxes and duties.

For any assistance abroad, the Customer is obliged to pay all costs of transport, hotel accommodation, meals, travel insurance, vaccinations etc.

FiberLAN's terms of payment are 14 days from the date of invoice unless otherwise agreed in writing.

If the Customer does not pay before the final due date, and if the delay is not attributable to FiberLAN, FiberLAN is entitled to charge interest on the payment due in accordance with the Danish Interest Act.

If the Customer defaults on the payment, FiberLAN is entitled to terminate the agreements made with immediate effect and claim compensation for its loss, and to postpone its fulfilment of other obligations under the agreements made until the arrears have been paid. In that situation, FiberLAN may demand security for the Customer's fulfilment of its future obligations.

Software and hardware are always invoiced separately upon delivery irrespective of any subsequent installation, instruction, or training from or by FiberLAN. Handling and transport costs are invoiced.

Consulting assistance, including instruction, is invoiced immediately after it has been provided.

In case of large projects, FiberLAN is entitled to invoice the Customer on account.

4. Delivery

Delivery is ex works (Incoterms 2020), and the Customer must thus pay the freight unless otherwise agreed, for instance if FiberLAN mounts or installs the product.

The stated delivery times are subject to any subcontractor delays. If FiberLAN becomes aware that a subcontractor delay will occur or deems it likely to occur, the Customer will be notified of the new expected time of delivery.

In the event of material delays on the part of FiberLAN, the Customer is entitled to terminate the agreement. However, if continuous delivery has been agreed, the Customer is only entitled to terminate the agreement with respect to the delayed part delivery.

FiberLAN is in no circumstances liable for the Customer's indirect loss resulting from delayed or non-delivery.

The Customer is obliged to accept the product or the service at the agreed time of delivery. FiberLAN's costs related to unsuccessful or delayed delivery will be charged to the Customer.

If the time of delivery is postponed for reasons attributable to the Customer, the full risk for the products passes to the Customer from the agreed time of delivery.

If the Customer postpones one or more deadlines, FiberLAN is entitled to demand that all subsequent deadlines be postponed by a similar number of working days. Payments are postponed accordingly.

If delivery is delayed due to circumstances beyond the control of FiberLAN, for instance pandemics, strikes, lockouts, transport interruptions and delays on the part of FiberLAN A/S' subcontractors or other kind of force majeure, the agreed delivery times are postponed by the same number of days that such obstacle has lasted without the Customer being entitled to terminate the agreement or claim compensation.

5. Retention of title and provision of security

Irrespective of whether delivery has taken place or not, FiberLAN retains title to the products sold until the purchase price and any interest/charges have been paid in full.

At any time in connection with or after the conclusion of the agreement, FiberLAN is entitled to demand adequate security for FiberLAN's total costs in connection with the agreement.

6. Duty of inspection and notice of defects

Immediately upon delivery or receipt and always before use, the Customer must inspect the delivered products/supplies to make sure that they are free from defects.

As regards programs, adaptations and other installation, the Customer is obliged to test the products immediately upon delivery. If, based on such test, the Customer finds reason to complain, the Customer must immediately give FiberLAN written notice of the non-compliance.

If, in connection with its inspection, the Customer discovers that the products are defective, the Customer must immediately give FiberLAN notice of the defects. In the event of all other defects, including hidden defects which do not become apparent until later, the Customer must give notice thereof as soon as the Customer ought to have discovered the defect and no later than two (2) years after delivery has taken place.

If the Customer fails to inform FiberLAN immediately after the Customer has become aware of a defect, the Customer is not later entitled to set up claims against FiberLAN on account of such defects.

7. Defects

FiberLAN undertakes to remedy defects in compliance with the rules of the Danish Sale of Goods Act.

However, FiberLAN is not obliged to remedy defects in cases where the defects are a result of the delivered products not being installed and/or used by the Customer in full compliance with FiberLAN's instructions, incorrect or inappropriate use, changes made or technical measures taken without FiberLAN's written consent, or extraordinary climatic conditions.

Wear parts are not covered by the right of remedy. Costs of installation and removal are neither covered by the right of remedy.

If the Customer wants to complain of any defects, written notice of the defect must be given immediately after the defect has been discovered.

When FiberLAN has received notice of a defect which is deemed to be covered by this provision, FiberLAN will remedy the defect.

If the Customer can remedy the defect at its business premises, FiberLAN's obligation to remedy defects under

this provision is fulfilled by forwarding a new or a repaired part.

Defective parts which have been replaced according to the above are FiberLAN's property.

FiberLAN provides a right of remedy for parts of the supply which have been replaced or repaired, on the same terms and on the same conditions as for the original supply. However, FiberLAN's obligation to remedy does not apply to any part of the supply beyond 36 months after delivery to the Customer.

FiberLAN A/S does not provide any guarantee other than the one provided by FiberLAN A/S's suppliers.

8. Limitation of liability

FiberLAN's liability for defects cannot exceed the Customer's total payment for the product or service.

FiberLAN is in no circumstances liable for the Customer's indirect loss resulting from delayed or non-delivery. Moreover, FiberLAN is only liable for direct losses in the event of material breach of agreement.

FiberLAN is not liable for:

- indirect loss, consequential damage, business interruption loss, loss of data and costs of recovery of such data, and loss of profit whether caused by ordinary or gross negligence. If product liability to third party should be imposed on FiberLAN, the Customer is obliged to indemnify FiberLAN, if and to the extent that such liability goes beyond the limitations specified above.
- any damage or loss resulting from circumstances beyond FiberLAN's control, including but not limited to force majeure events as specified in clause 10, and any damage or loss attributable to the Customer, including but not limited to:
 - *the Customer's non-maintenance, vandalism, frost and water damage and over-voltage (lightning strokes),*
 - *damage or failure caused by unauthorised persons,*
 - *damage or failure caused by the building's electric installation,*
 - *damage or failure caused by illegal installations in the building,*
 - *damage or failure resulting from power failure or the Customer's misoperation,*

- *damage or failure resulting from cables in the ground not being correctly protected, marked out, or buried at the correct depth.*

9. Product liability

FiberLAN is liable for the delivered products' damage to persons and loss of dependency in accordance with the applicable mandatory law in force at any time (the Danish Product Liability Act). FiberLAN disclaims any other product liability.

10. Delivery obstacles – Force Majeure

Force majeure events lead to exemption of liability when they occur after the conclusion of the agreement and prevent its performance. The following events may constitute force majeure (non-exhaustive):

Labour disputes, strikes, lockouts and any other circumstances beyond the control of the parties, such as fire, epidemics, war, unforeseen military call-ups of a similar scope, sabotage, seizure, exchange controls, riots and civil unrest, transport irregularities, scarcity of goods, motive power restrictions, and defects in supplies from subcontractors, or delays in such supplies caused by any of the events stated in this clause.

The party who wants to invoke any of the events stated must inform the other party as soon as possible of which event that has occurred and when it is expected to end.

Both parties are entitled to terminate the agreement by written notice to the other party when the performance of the agreement within a reasonable time becomes impossible due to any of the above events.

11. Duty of confidentiality

FiberLAN's employees must observe absolute secrecy towards third parties with regard to information about the Customer's or others' affairs of which they obtain knowledge in connection with the agreed delivery of products, services, etc.

Similarly, the Customer and consultants or others who work for the Customer are under a duty of confidentiality with regard to any information about FiberLAN's affairs.

12. Personal data processing

In connection with FiberLAN's delivery of services/products, FiberLAN processes personal data about the Customer, in particular Customers who act as private individuals, but personal data processing may also take place if the Customer concludes an agreement as a self-employed trader in his/her own name.

FiberLAN's privacy policy is attached as appendix 1 of the Terms of Delivery. The privacy policy describes which personal data FiberLAN processes, the purpose and legal basis, deletion, disclosure, and what rights the Customer has etc.

13. Cancellation right

If the Customer is a consumer, cf. the definition in the Danish Consumer Contracts Act, the Customer has a 14-day cancellation right under the Danish Consumer Contracts Act with regard to distance contracts and agreements concluded outside FiberLAN's place of business. Before the end of the cancellation period, the Customer must make a clear statement to FiberLAN that the Customer wants to cancel the agreement. The Customer may choose to use the standard form in schedule 3 of the Danish Consumer Contracts Act. The form has been inserted in appendix 2 of the Terms of Delivery. If the communication has been sent before the end of the cancellation period, the deadline for cancellation is considered to have been met.

The Customer must pay any return freight if the cancellation right is exercised.

14. Dispute settlement and complaints options

These Terms of Delivery are governed by Danish law and subject to Danish jurisdiction. Any dispute or disagreement arising out of or in connection with this agreement must be attempted to be settled by negotiation. If the parties do not succeed in finding an amicable solution to the dispute in this way, the parties are entitled to bring the matter before the courts with the Court in Odense as the venue.

If you want to complain about your purchase, please contact us:

FiberLAN A/S, Kærvej 39, DK-5220 Odense SØ, Tel.: +45 70 23 09 03, Email: fiberlan@fiberlan.dk

Then we will find a solution together. If we do not succeed in finding a solution, you may, as a consumer, submit a complaint to the Danish Competition and Consumer Authority's Complaints Resolution Centre, *Carl Jacobsens Vej 35, DK-2500 Valby, Tel.: +45 4171 5000* Email: kfst@kfst.dk. The complaints guide is available at www.forbrug.dk

The EU Commission's online dispute resolution (ODR) platform may also be used to submit a complaint. It is particularly relevant if you are a consumer residing in another EU country. The complaint may be filed here: www.ec.europa.eu/odr.