

## TERMS OF SALE AND DELIVERY

### 1. General provisions

- 1.1. The General Terms of Sale and Delivery ("GTSD") define the rights and obligations of Wheel Restore ApS, Hobrovej 961-963, DK-9530 Stoevring, ("Wheel Restore") and of its customers (the "Buyer"), and apply to all contracts or orders between Wheel Restore and a Buyer (the "Parties").
- 1.2. This GTSD will govern the relationship between the Parties in all matters within the scope of an order.
- 1.3. Any agreements (including but not limited to product specifications, product alterations or part specification alterations) must go through the Wheel Restore Central Ordering System ("WRCOS") and comply with WRCOS's current standards. Oral agreements are not valid.

### 2. Offer and order confirmation

- 2.1. Any offer has a time-limit of 30 calendar days as from the date of the offer.
- 2.2. Only orders accepted in writing through WRCOS are binding to Wheel Restore.
- 2.3. No product specifications, product alterations or part specification alterations orally agreed upon regarding orders in hand shall apply unless confirmed in writing by Wheel Restore (see point 1.3).
- 2.4. The data and illustrations included in catalogues, brochures, drawings, etc. constitute an approximate guide only. These data are not binding to Wheel Restore. Wheel Restore preserves the right to change/amend these data without notice pari passu with the technological development.
- 2.5. Wheel Restore reserves the right to modify its manufacturing process without preliminary notice, as long as all the specifications in the offer are maintained.
- 2.6. Any offer made or confirmed by Wheel Restore is only binding if all regulations of the countries involved in the transaction are met.

### 3. Prices

- 3.1. Prices are Ex-Works unless otherwise agreed upon in compliance with the standards of WRCOS.
- 3.2. Prices are always stated as net amounts, excluding taxes.
- 3.3. All costs regarding packing, handling, shipping (whether it be surface, maritime or air), placing on board, insuring, etc. will be invoiced in addition. The Buyer will pay for all taxes and other official charges, as well as the duties and expenses for custom formalities for export and import.

### 4. Payment

- 4.1. For orders of Wheel Restore machines, 100% of the total amount is due on the date of the Purchase Order.
- 4.2. In case of delayed payment of the 50% due pre-shipment Wheel Restore reserves the right to postpone delivery and manage the machines as Wheel Restore sees fit.

### 5. Dispatch and insurance

- 5.1. The risk shall pass to the Buyer in accordance with the Incoterms' Ex-Works.
- 5.2. Wheel Restore shall decide the mode of transportation if it is agreed that Wheel Restore shall arrange for the transportation to be performed.
- 5.3. It is the responsibility of the Buyer to check and verify that the consignment and the delivery note correspond to the order and shall without delay inform Wheel Restore of any deviations between the goods ordered and the goods delivered.
- 5.4. It is the responsibility of the Buyer to check that the delivered goods are not damaged. Plastic wrap can be removed in order to check the delivery properly. If delivery looks damaged, the Buyer is to only accept delivery with reservations, clearly written on the delivery paperwork. Failing to do so will affect an insurance claim. Wheel Restore is to be informed without delay in case of acceptance of damaged goods.

- 5.5. Wheel Restore's liability does not apply to losses due to insufficient control of the delivery or delayed complaint.
- 5.6. Transportation and storage after the time of delivery Ex-Works shall be at the Buyer's sole risk and responsibility. The Buyer shall store the supplied goods indoors in an appropriate manner and protected against damage. It is the Buyer's obligation to take out insurance on the goods, including windstorm and fire insurance, and to take out insurance against any imaginable consequences of the destruction of or damage to the goods, including insurance against indirect losses as well as direct losses.

#### **6. Delivery period, time and place**

- 6.1. Delivery period commences when Wheel Restore has accepted an order and has received the agreed upon pre-payment.
- 6.2. Delivery period will be confirmed by Wheel Restore back office once the pre-payment has been received.
- 6.3. In case of delays in delivery not proven to be caused by negligence for which Wheel Restore is responsible, the Buyer shall not be entitled to consider the delay a misrepresentation and shall not be entitled to cancel the contract nor to claim compensation and the Buyer shall meet the terms of payment notwithstanding the delay in delivery.
- 6.4. The delivery period stated is subject to strike, lock-out, or act of God, including failing supplies from the subcontractors of Wheel Restore due to reasons as those hereinbefore stated.
- 6.5. The lead times (manufacturing, availability, delivery) in the Offer are indicative and can be subject to delays caused by e.g. subcontractors for which Wheel Restore cannot be held responsible. Delivery period and lead times is to be re-confirmed according to WRCOS after order is acknowledged and pre-payment is received.
- 6.6. Wheel Restore's liability does not apply to consequential losses such as loss of profit or other indirect losses caused by the delay in delivery.
- 6.7. It is the responsibility of the Buyer to make sure that a forklift / crane is available at the delivery site for unloading the lorry.
- 6.8. If a delay in delivery is caused by the Buyer's incorrect or missing instructions or failure to provide requested equipment for unloading, all subsequent expenses will be invoiced to the Buyer.

#### **7. Returning of goods**

- 7.1. Unless otherwise agreed with the project manager according to WRCOS returned goods will not be accepted.

#### **8. Complaints**

- 8.1. Any complaints must be directed at the Wheel Restore project manager in charge of the Buyer's order.
- 8.2. All claimed defects must be documented and brought to Wheel Restore's attention without delay.
- 8.3. Wheel Restore reserves the right to, at its own discretion, determine whether the defect is to be cured by a) replacing the product or part or b) repair the defective product or part either onsite or at a factory chosen by Wheel Restore. A replaced product or part once again becomes the property of Wheel Restore.

#### **9. Mounting/installation**

- 9.1. Installation of a machine consists of a main installation, that is to plug the power of the machine into a outlet and mount the remaining parts according to the manual.
- 9.2. It is the obligation and responsibility of the Buyer to ensure that the placement and use of the Wheel Restore machines complies with local and national legislation; including but not limited to building regulations, health and safety regulations, and fire regulations.

## **10. Subcontracting**

10.1. Wheel Restore reserves the right to entrust either the whole or a part of an Order to subcontractors, such as Schneider electric. Selection of such subcontractors is the right and responsibility of Wheel Restore unless otherwise agreed in writing through WRCOS.

## **11. Drawings and Descriptive Documents**

11.1. All descriptive documents, drawings and other information submitted by Wheel Restore remain the exclusive property of Wheel Restore. They may not, without the written consent of Wheel Restore, be copied, transmitted, reproduced, or communicated to a third party.

## **12. Cancellation**

12.1. Wheel Restore has the right to terminate a contract and cancel all orders if the Buyer is involved in bankruptcy or liquidations proceedings. Termination will not reduce the Buyer's debts to Wheel Restore.

12.2. If the Buyer cancels an order – for any reason not related to Wheel Restore's non-compliance with the agreed terms – the Buyer loses the pre-payment.

## **13. Guarantee**

13.1. For a period of one year, starting from the day of the delivery, parts which are defective resulting from faulty materials, construction or design shall be replaced or repaired either at a Wheel Restore factory or onsite - at the discretion of Wheel Restore. During the hereinbefore said period the Buyer shall be precluded from claiming any other compensation due to misrepresentation. This shall also apply if the defect is a result of negligence by Wheel Restore.

13.2. The guarantee liability does not apply when the defects are results of wear and tear, faulty operation, or defective mounting not carried out by Wheel Restore or a subcontractor approved by Wheel Restore. Should the delivered goods be altered without the knowledge and consent of Wheel Restore, Wheel Restore shall not be liable for the costs or adverse effects resulting from this alteration, and Wheel Restore shall be entitled to denounce any other obligation.

13.3. Wheel Restore shall not be liable for improper handling, and faulty installation and mounting not performed by Wheel Restore.

13.4. The buyer shall notify Wheel Restore without delay and in writing of any visible defects or defects noticed.

13.5. Excluded from all guarantees are any defects or damages as a result of wrongful storage or incorrect use by the Buyer. This also includes products that have in any way been altered or repaired by the Buyer without prior consent from Wheel Restore (also applies to products found defective upon delivery).

## **14. Products Liability**

14.1. Wheel Restore shall only be liable for personal injury or damage to property resulting from defective products and/or services to the extent responsibility can be imposed on Wheel Restore.

14.2. Under no circumstances does Wheel Restore accept responsibility for working deficit, loss of time, loss of profit or other similar consequential economic loss.

14.3. The above limitations of Wheel Restore's liability will not apply if there is gross negligence.

14.4. If a third party makes a demand against one of the parties about liability for damages under this section, this party shall immediately notify the other party hereof.

14.5. Wheel Restore and the Buyer are mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims made against one of them based on an injury or loss allegedly caused by the supply.

## **15. Disputes**

15.1. Any dispute shall be settled pursuant to Danish Law. The competent court of the place where Wheel Restore has its registered office in Denmark shall have jurisdiction in any action arising out of this contract.