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Terms of sale and delivery

1. Area of application

- 1.1 These terms of sale and delivery apply to all quotations and agreements on consultancy, services and products (consultancy, services and/or products hereinafter all called "the delivery") unless otherwise agreed in writing.
- 1.2 The validity of any deviation from these terms and conditions specified in the buyer's order etc. will be subject to Provendi's written acceptance.

2. Prices and quotations

- 3.1 Written quotations made by Provendi without specification of a deadline for acceptance will lapse if Provendi has not received an acceptance within two (2) weeks of the date of the quotation.
- 3.2 All prices in Provendi's quotations are in Danish kroner (DKK) without VAT.
- 3.3 All fees, levies, taxes, duties and/or other costs associated with Provendi's fulfilment of deliveries for the buyer, at trade exhibitions etc. and abroad are to be paid by the buyer in addition to the price quoted.
- 3.4 Transport and carriage. Any transport and carriage of the buyer's equipment or equipment rented by the buyer from third party will be performed at the buyer's expense and risk unless otherwise agreed in writing.

3. Order confirmation

- 3.1 Any objections which the buyer may have to the contents of the order confirmation are to be made in writing and be received by Provendi no later than one (1) week after the date of the order confirmation.

4. Payment

- 4.1 Payment is to be made in accordance with the payment terms stipulated by Provendi in the quotation and order confirmation. If no specific date of payment has been agreed, the payment date will be 8 days net from the invoice date.
- 4.2 If Provendi's delivery is made over a period expected to exceed 30 calendar days, Provendi will be entitled to invoice the buyer on account at the end of each calendar month.
- 4.3 Provendi reserves the right to change the payment terms at any time in the event that Provendi receives information indicating that the buyer's ability to pay has been reduced.
- 4.4 Complaints will not entitle the buyer to withhold payment for deliveries, and the buyer will not be entitled to withhold the full purchase price or parts thereof due to any counterclaims whatsoever.
- 4.5 In the event of late payment, Provendi will be entitled to charge interest at a rate of 1.5 percent per month or part thereof.

5. Ownership

- 5.1 With the limitations following from indispensable rules of law, Provendi reserves the right of ownership to products sold until the full purchase price with addition of any interest and costs accrued has been paid to Provendi.

6. Delivery

- 6.1 Delivery must be made in accordance with the agreement and the agreed time of delivery.
- 6.2 If the date of delivery is nevertheless delayed by five (5) working days on grounds attributable to Provendi, the delivery will be regarded as timely in every respect unless the time of delivery exceeds the date of a trade exhibition or another critical date for the buyer.
- 6.3 In the event of material delays, the buyer may demand that Provendi renounces/reimburses the agreed purchase price or remuneration for the delivery in full or in part. The buyer will never be entitled to damages or compensation in addition to the above, unless Provendi is guilty of gross negligence.

7. Complaints

- 7.1 Immediately upon receipt of Provendi's deliveries, the buyer must examine and evaluate the purchased delivery. If the delivery is inadequate or deficient, the buyer must complain to Provendi without delay.
- 7.2 If the buyer does not complain without delay as described above, the buyer will lose his right to make claims against Provendi on account of the deficiency concerned.
- 7.3 In any case, the buyer will not be entitled to claim a deficiency later than six (6) months after delivery.

8. Liability for deficient deliveries made by Provendi

- 8.1 In the event of a justified and timely complaint, Provendi must, if possible, remedy the deficiency through replacement or correction at Provendi's discretion.

9. Limitation of liability

- 9.1 Claims for damages against Provendi may not exceed the invoice amount for the delivery concerned.
- 9.2 Provendi accepts no liability for operating loss, loss of profits or any other indirect loss, or for indirect loss resulting from delays or deficiencies in the delivery.

10. Product liability

- 10.1 The seller's product liability is limited to liability arising out of indispensable rules of law on product liability which, as far as business property damage is concerned, is limited to Provendi's insurance cover of DKK 10,000,000.

11. Insurance

- 11.1 To the extent to which Provendi uses the buyer's equipment and property, and/or if the buyer provides facilities for Provendi, the buyer is responsible for taking out any necessary and appropriate insurance for these.
- 11.2 The buyer is responsible for taking out any necessary and appropriate insurance related to trade exhibitions, stands etc., and for taking out any necessary and appropriate insurance related to the transport of the buyer's equipment and property.
- 11.3 To the extent to which Provendi uses its own equipment and property or provides facilities, Provendi is responsible for any insurance.

12. Disputes

- 12.1 The buyer and Provendi must attempt to resolve any dispute by negotiation.
- 12.2 Any dispute is to be settled under Danish law.
- 12.3 Disputes are to be settled exclusively by the Danish courts of law in the jurisdiction in which Provendi has its place of business.

/Viborg/January 2025