

## Terms of Sale and Delivery – Projects

Unless otherwise agreed in writing, all deliveries related to projects by IAC Acoustics A/S ("the Seller") shall take place in accordance with these General Terms of Sale and Delivery. In case of any discrepancies with the Buyer's ordinary trading terms, the Seller's Terms of Sale and Delivery shall prevail.

CVR: 11733174  
BANK ACCOUNT: 5025 1199 63-9  
SWIFT: JYBADKKK  
DKK: IBAN: DK1950250001199639  
EUR: IBAN: DK7750250001199662  
SEK: IBAN: DK0250250001199654

### 1. Offers and acceptance

1.1. Unless otherwise specified, offers shall be binding on the Seller for a period of three months.

1.2. However, prior to the Buyer's acceptance, offers may be changed or withdrawn in the event of material changes in the Seller's assumptions.

### 2. Price

2.1. Unless other currencies are stated in the offer, all prices shall be quoted in Danish kroner (DKK). Discounts and separate agreements have been included in the price quoted.

2.2. The Seller reserves the right to change the prices stated at any time in the event of material changes in price assumptions.

2.3. The price shall be indicated exclusive of VAT and any regionally-specific/country-specific duties and taxes related to freight, customs clearance and imports/exports.

### 3. Product information and advice

3.1. Any and all information and any and all drawings, images, illustrations, technical specifications, prices and other details in the Seller's catalogues, advertisements, sales materials, sales promotion materials and price lists on the Seller's website or elsewhere shall not be legally binding and shall be considered informative only, unless specified in the Seller's offer.

3.2. The Seller shall be entitled to replace a product specified in the Seller's offer by an equivalent product, always provided the performance and quality of the replacement product is equivalent to or better than the product initially specified.

3.3. The Seller shall, to the best of his ability, provide advice to the Buyer on the choice of products and their application. However, unless the parties have entered into a separate written agreement to this effect, the Seller shall assume no liability or responsibility for advice and guidance or for results obtained.

### 4. Acoustic calculations

4.1. Calculated results of noise reductions/reverberation are provided on the assumption that no changes are made to rooms/machinery that may affect the current noise level and/or acoustics.

4.2. It is assumed that the sound measurements given and the measurements made by the Seller are representative of normal operations.

4.3. The reverberation times specified have been calculated based on rooms with the number of persons that are normally in those rooms.

### 5. Delivery of materials

5.1. All materials shall be delivered to the Buyer's address. Unless it has been agreed that the Sellers shall be responsible for receipt, the Buyer shall be responsible for receipt and for the correct and secure indoor storage of the materials delivered. Risk and responsibility for the materials shall pass to the Buyer upon delivery at the Buyer's address.

5.2. By agreement, materials shall be delivered to the Buyer 1-2 days prior to the commencement of the assembly work (between the hours of 07:00 am and 5:00 pm). Unless otherwise specifically agreed, any time stated for delivery shall be approximate. Partial deliveries shall be permitted.

5.3. The Buyer shall pay all costs related to the transport of materials. In case of shipments containing hazardous goods, a hazardous goods surcharge may be imposed.

### 6. Returns and cancellations

6.1. Returns must be in original, unharmed condition and in original packaging.

6.2. Returns are accepted by prior agreement only, and a charge of 25% of the net price shall be charged on returns.

6.3. Returns shall be delivered to the Seller's address, and shipping costs shall be borne by the Buyer.

6.4. Items that were bought or manufactured especially for the Buyer shall not be returnable.

6.5. In the event of cancellation, the Client shall cover the Seller's direct costs, including, but not limited to, internal and external planning and manufacturing costs plus an administrative surcharge of 25% of the offer accepted.

### 7. Delivery obstacles

7.1. War, terror, operational failures, strikes, lockouts, energy commodity shortages, traffic disruptions, unusual weather conditions, administrative decrees, all circumstances involving the Seller's sub-contractors and all instances of force majeure shall relieve the Seller of any delivery obligations, both as regards the delivery of materials and delivery of assembly work, for as long as this obstacle exists and to the extent that it is of significance to the agreement concluded.

7.2. If the Seller relies on a delivery obstacle, without undue delay the Seller shall notify the Buyer of the nature of the obstacle, its cause and expected duration.

7.3. Delivery at the time thus postponed shall be considered punctual in every respect. The Seller shall be entitled, by written notification to the Buyer to this effect, to cancel the agreement in the event that the delay lasts or is expected to last for more than eight weeks.

### 8. Assembly work

8.1. Assembly work shall be included only if so specified in the order confirmation.

8.2. The expected commencement and expected completion of the assembly work shall be specified in the Seller's offer. In the event that assembly work is postponed due to the Buyer's circumstances, this shall not be regarded as a delay.

8.3. As far as possible, assembly work shall be performed during ordinary working hours and without significant

interruptions. However, the Seller's offer is based on the Seller's workers having access to work during the period from 7:00 am to 7:00 pm, weekends included.

8.4. The assembly area shall be cleared and any protective covering of equipment, machinery, etc., shall be undertaken by the Buyer at the Buyer's expense.

8.5. In the event of assembly of casings and partitions, it is assumed that assembly can be performed directly against existing building elements and be attached to these without further anchoring.

8.6. If scaffolding and lifts are not provided by the Buyer, the Buyer shall be invoiced for costs incurred plus an administrative surcharge of 10%.

8.7. The Seller shall be entitled to use sub-contractors for assembly work.

#### **9. Requirements of the Buyer in relation to assembly work**

9.1. The Buyer shall be responsible for ensuring that all necessary approvals and permissions have been obtained, including any regulatory approvals, and shall pay all related costs.

9.2. The assembly area shall be equipped with working light and a technical electricity socket outlet (3-phase).

9.3. Auxiliary equipment for removal of goods, such as a truck and a lifting truck, shall be provided by the Buyer at the Buyer's expense.

9.4. Instructions regarding any hidden installations shall be given prior to the commencement of assembly work.

9.5. The Buyer shall be responsible for all technical installations that are not described in the Seller's offer.

9.6. The Buyer shall designate a disposal site for waste and packaging within 100 metres from the place of assembly, and the Buyer shall be responsible for the final disposal and sorting of waste and packaging from the assembly work.

9.7. The Seller shall invoice the Buyer for any additional cost or expense attributable to the Buyer's circumstances.

#### **10. Terms of payment**

10.1. Prior to the delivery of materials, the Buyer shall be invoiced for 30% of the total agreed price. The Buyer shall be invoiced for the remaining 70% on an ongoing basis, not later, however, than at the completion of the agreed assembly work.

10.2. In the absence of any other agreement, the latest due date for payment shall be 30 days net from the date of invoice. In the event of late payment, default interest shall be payable at the Seller's rate of default interest in force at any time, currently 1.5 % for each month or fraction of a month.

10.3. Payment by set-off of any claims shall be subject to the Seller's written acceptance.

10.4. The Buyer's rejection of a contractual delivery and/or assembly work shall not relieve the Buyer of its obligation to pay the purchase sum agreed upon. Regardless of whether or not the rejection is unjustified, the Seller shall be obliged, at the Buyer's expense and risk, to store the rejected materials in a secure manner.

#### **11. Retention of title**

11.1. The Seller shall retain ownership in the goods delivered until full payment of the purchase sum, including interest, costs, etc., has been received.

11.2. Until they have been assembled, the materials delivered shall be kept separately from other materials stored by the Buyer, and the Buyer shall ensure that the materials can at any time be identified by the Seller.

#### **12. Notice of lack of conformity**

12.1. The Buyer shall be obliged to inspect the materials purchased immediately after receipt and the assembly work performed immediately after the assembly work has been completed. Any notices of lack of conformity, including faulty deliveries, which the Buyer ascertains or ought to have ascertained by such inspection, shall be given immediately and not later than three days after receipt. In the event of late notice of lack of conformity, the Buyer shall lose the right to rely on non-conformity.

12.2. Three days after the completion of the assembly work, notices of lack of conformity for the materials purchased and the assembly work performed shall thus be prevented.

#### **13. The Seller's liability for defects and delays**

13.1. In the event of actual defects and delays, the Seller shall be liable in accordance with the general rules of liability of Danish law with the exceptions stated in these Terms of Sale and Delivery including, but not limited to delivery obstacles (7.1 and 7.2) and indirect loss (15.1).

13.2. In the event of actual defects, the Seller shall be entitled either to remedy the actual defects or to replace the defective goods.

13.3. The Seller shall not be liable for errors or defects caused by faulty treatment, storage or the like by or with the Buyer.

13.4. After the expiry of the three-day time limit, cf. 12.1, for notice of lack of conformity ascertained by the Buyer's inspection of the goods immediately after receipt of the goods or completion of assembly work, the Seller shall have no liability for any defects which the Buyer should have ascertained at this inspection.

13.5. The Seller shall not be liable for any errors, defects or delays caused by the Seller's sub-contractors.



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#### **14. Product liability**

14.1. The Sellers shall be liable for harm to persons or property, including buildings, ships, aircraft, animals, etc., only if it is proved that the harm was caused by errors or negligence by the Seller.

14.2. Under no circumstances whatsoever shall the Seller be liable for indirect loss, cf. 15.1.

14.3. To the extent that product liability towards a third party is imposed on Seller, the Buyer shall be obliged to indemnify the Seller to the same extent as the Seller's liability towards the Buyer is limited.

14.4. Limitations of the Seller's liability shall not apply if the Seller is guilty of gross negligence.

#### **15. Indirect loss**

15.1. The Seller shall not be liable – either for defects, delays or product liability – for indirect or consequential loss, including, but not limited to, loss of profits, loss of earnings or loss caused by the Buyer's non-compliance with its obligations towards third parties.

#### **16. Governing law**

16.1. These Terms of Sale and Delivery shall be governed in accordance with Danish law, except, however, for Danish conflict of law rules.

Reservations are made for printing errors, etc.  
Revised December 2013. Reservations are made for errors and price adjustments.