



## UnikTruck A/S

### General terms and conditions of sale and delivery

The below conditions apply to all orders and deliveries made and arranged by UnikTruck A/S unless a different written agreement with the buyer exists. The conditions are considered an integral part of UnikTruck A/S' offers, order confirmations and purchase agreements and are thus binding on the buyer in relation to the purchase.

#### 1. Offer

Unless otherwise stated in the offer, the offer applies for 30 days from the date on which the offer was made but is subject to availability.

#### 2. Sales prices

All prices stated in offers, order confirmations and purchase agreements are market prices based on the rate of exchange, rate of duty and fees applicable on the date of the offer or order confirmation, including import and export duties but exclusive of value added tax. The prices are also stated based on the market prices of UnikTruck A/S' suppliers/sub-suppliers. UnikTruck A/S reserves the right to adjust the prices stated in response to changes in the above factors occurring before delivery (see clause 6). If a price is in a currency other than EUR or DKK, UnikTruck A/S is entitled to invoice the buyer for the exchange difference between the price agreed, converted into DKK at the time of the agreement, and the DKK exchange rate at the time of the buyer's payment.

#### 3. Trade-in prices

If UnikTruck A/S accepts used equipment in exchange, the buyer bears the risk until the traded-in items are in UnikTruck A/S' possession. All trade-in prices have been determined on the condition that the traded-in items are functional, maintained as prescribed and properly serviced until delivery to UnikTruck A/S. It is also a condition that the traded-in items are in the condition described by the buyer when the traded-in items are delivered to UnikTruck A/S.

#### 4. Orders

Only order confirmations and purchase agreements approved by the management of UnikTruck A/S are considered binding on UnikTruck A/S.

#### 5. Delivery reservations

In case of strike, lockout or other work stoppage at UnikTruck A/S or in the activities of UnikTruck A/S' suppliers/sub-suppliers on which an order depends and in case of war, picketing, quarantine, epidemics, breakdown, obstruction of traffic, including ice obstacles, conflagration, significant and sudden cost escalations and other unforeseen causes preventing or significantly making the execution of an order or the transport of the supply to the place of delivery difficult, delivery is postponed without liability on UnikTruck A/S' part as long as the hindrance exists. UnikTruck A/S reserves the right to cancel the order exempt from liability in case of supplier failure or in case of circumstances that are not of a temporary nature and that are described above.

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#### GERMANY

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20457 Hamburg

☎ +49 40 78073032

#### SWEDEN

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Box 119  
201 21 Malmö

☎ +46 10 888 6343

#### GENERAL INFO

HEAVY EQUIPMENT  
www.uniktruck.com  
info@uniktruck.com

VAT: DK33968035

## **6. Delivery**

The delivery times stated are counted from that time on which the final order is received and all information necessary to perform delivery has been communicated to UnikTruck A/S. Delivery is Ex Works at UnikTruck A/S' address in Odder or Ringsted, Denmark, or Hamburg, Germany, according to Incoterms 2020. UnikTruck A/S assumes no liability for loss due to late delivery, and the buyer may therefore not claim damages in case of late delivery.

## **7. Payment**

If no other agreement exists, payment must be on delivery. If the buyer cannot accept delivery at the time agreed, the purchase price is nevertheless falling due when the supply is reported ready for delivery. In case of non-payment, UnikTruck A/S is entitled to terminate the agreement without notice and claim damages for UnikTruck A/S' loss.

## **8. Interest in case of late payment**

In case of payment after the due date/date of delivery or an agreed 'final day for payment', 1.5 % interest is charged per month as from the due date/date of delivery until payment is made.

## **9. Cash sale**

As stated in clause 7, delivery is subject to cash payment on delivery unless otherwise agreed. An agreement on a brief extension of payment of the purchase price or part thereof does mean that the purchase is considered as if a credit agreement has been concluded.

## **10. Retention of ownership**

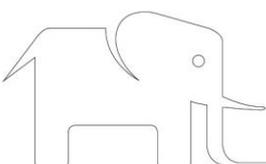
UnikTruck A/S retains ownership of the items, and the right of ownership of the items will remain with UnikTruck A/S until payment of the entire purchase price including any interest and costs accrued. Until payment of the entire purchase price, the buyer is not entitled to rent out, pledge or in any other way deal with the items sold. If the purchase price is not paid when due, UnikTruck A/S is entitled to retake possession of the items via the bailiff court. If valid retention of ownership requires registration in a public register, the buyer must assist in such registration in good faith before or in connection with delivery, and the buyer must pay all costs relating to such registration.

## **11. Set-off**

The buyer is not entitled to set off against any counterclaims that have not been accepted by UnikTruck A/S.

## **12. Defects and complaints**

- (1) The buyer must inspect the items delivered immediately on delivery.
- (2) Complaints of visible defects must be made immediately and in writing to UnikTruck A/S and not later than on the fifth working day after delivery.
- (3) According to UnikTruck A/S' discretion, any defects in the items delivered will be remedied through repair or corrected through a replacement delivery. The order may not be cancelled due to defects.
- (4) The buyer has been informed that the equipment bought may have been used prior to the purchase. If the equipment bought has been used, there may be parts and common wearing parts that need replacement. As such equipment has been used, UnikTruck A/S cannot



guarantee that the assumed and stated running hours or any other machinery history is correct. In case of purchase of used equipment, UnikTruck A/S is exempt from liability for parts and wearing parts that need replacement following delivery, see clause 6, and UnikTruck A/S is also exempt from liability if the number of running hours stated or any other machinery history is incorrect.

- (5) The buyer's alteration or interference in the items sold without UnikTruck A/S' prior written consent means that the buyer may not subsequently advance any claims against UnikTruck A/S.

### **13. Limitation of liability and product liability**

- (1) The buyer's claims, if any, against UnikTruck A/S originating in UnikTruck A/S' breach of contract may not exceed the invoice amount for the items sold.
- (2) UnikTruck A/S is not liable for any operating loss, loss of profits or any other indirect losses in relation to the order, including indirect losses arising due to delay or defects in the items sold.
- (3) UnikTruck A/S may only be imposed with product liability if current legislation, including the product liability law, so dictates and unless otherwise stated in these conditions.

### **14. Return**

The items sold may only be returned subject to prior written agreement.

### **15. Assignment of rights and obligations**

UnikTruck A/S is entitled to assign all rights and obligations to a third party according to an agreement with the buyer.

### **16. Processing of personal data**

- (1) As part of the customer relations, UnikTruck A/S processes a number of personal data about the buyer for the purpose of customer management, including delivery of the goods/services ordered, invoicing, marketing etc. Processing is in accordance with applicable data protection legislation, specifically the General Data Protection Regulation and the data protection law and is processed in strict confidence and security.
- (2) UnikTruck A/S' 'privacy policy', which contains further information about UnikTruck A/S' processing of personal data, including the buyer's rights in those regards, is available at our website [www.uniktruck.com](https://www.uniktruck.com) and can be read here: <https://www.uniktruck.com/gdpr>
- (3) When concluding an agreement with UnikTruck A/S and accepting these conditions, the buyer declares having read and understood UnikTruck A/S' privacy policy.

### **17. Venue and applicable law**

Claims originating in or arising in connection with an agreement between UnikTruck A/S and the buyer may only be brought before a court in the jurisdiction in which UnikTruck A/S has its registered office in Denmark. Danish law applies.

