

General Conditions

Sale, Delivery, and Installation of Mechanical and Electrical Equipment in Scandinavia



Application

1. These general conditions apply if the parties have entered into an agreement in writing or otherwise. Any deviations from these conditions must be agreed upon in writing to be valid.

Definitions

2. The following terms are defined as follows in these conditions:

The Agreement: The parties' written agreement regarding the Delivery, including all contract attachments, as well as any written changes and additions to these documents.

Materials: All machinery, software, materials, documentation, and items SCANLOX is required to supply under the Agreement.

Delivery: The materials and the result of the work to be performed by SCANLOX under the Agreement.

If the Delivery is to be received in independent parts intended for separate use, the terms of these conditions apply to each part individually. Therefore, "Delivery" in such cases refers to the individual part.

Installation Site: The place where the Materials are to be installed, including adjacent areas necessary for transport, unloading, and storage of the Materials and required installation equipment.

Contract Sum: The payment, excluding VAT, to be paid for the Delivery.

If payment for the installation is to be invoiced, and the installation work is incomplete, the contract sum shall be established in points 22, 27, 49, and 50 as the price for materials plus 10%, or the percentage agreed upon by the parties.

Written Notice: Any document signed by one party and received by the other party, including notifications sent by letter, email, or other communication methods agreed upon by the parties.

The content of a meeting protocol signed or approved by both parties is also considered a written notice.

Software: The software included in the Delivery.

- Supplier Software, which is software to which SCANLOX holds the rights.

- Sub-licensed Software, which is software held by a third party, and for which SCANLOX grants the buyer the right to use with the permission of the rights holder.

Product Information

3. Information in marketing materials, price lists, and other product information is only binding to the extent that the Agreement explicitly refers to it.

Documentation and Information

4. All documentation concerning the Delivery, which one party provides to the other before or after the Agreement, remains the property of the providing party.

Received documentation or information may not be copied or used for purposes other than those intended without the other party's consent.

5. SCANLOX must, at no additional cost to the buyer, supply at least one or a mutually agreed number of copies of documentation that is sufficiently detailed for the buyer to perform commissioning, operation, and maintenance - including ongoing repairs - of the Delivery. However, SCANLOX is not obligated to provide documentation for the production of Materials or spare parts.

Confidentiality

6. Neither party has the right, without the consent of the other party, to disclose to third parties any technical or commercial information that the other party has designated as confidential at the time of the Agreement or later. This restriction does not apply to the extent that such disclosure is necessary for the parties to fulfill their obligations under the Agreement or for the operation and maintenance of the Delivery.

Each party is obligated to prevent this confidential information from being shared or used by the party's employees, consultants, subcontractors, and other suppliers, or others with access to such information, beyond what is described in the first paragraph.

Software

7. Unless otherwise agreed, the buyer has a perpetual, non-exclusive right to use the supplier software as part of the Delivery. The buyer may transfer this right to subsequent owners of the Delivery. Unless otherwise agreed, SCANLOX retains the rights to the supplier software, even if the software was developed specifically

for the buyer. The buyer has the right, at their own risk, to make adaptations to the supplier software as long as these are within the Delivery's general intended use.

With any limitations agreed upon between the rights holder and SCANLOX, the buyer has a perpetual, non-exclusive right to use sub-licensed software as part of the Delivery and to transfer this right to future owners of the Delivery. SCANLOX must inform the buyer of such limitations in a Written Notice no later than at the time of the Agreement. The buyer may only make adaptations to sub-licensed software if separately agreed.

8. Unless otherwise agreed, SCANLOX is not obligated to provide the software's source code to the buyer. Additionally, SCANLOX is not required to supply updated versions of the software to the buyer unless otherwise agreed.

Scope of Delivery, Laws, and Regulations

9. The scope of the Delivery shall be as specified in the Agreement. The Delivery must comply with the laws, regulations, and other public provisions effective on the date of the offer in the country where the installation site is located. Upon SCANLOX's request, the buyer is required to provide information on the applicable laws and regulations for the Delivery.

10. SCANLOX is required to perform any modifications due to changes in laws, regulations, or other public provisions applicable to the Delivery that occur between the offer date and acceptance. This also applies to changes in the generally accepted interpretation of such laws, regulations, and provisions. The provisions in sections 37 and 38 apply to such modifications.

Working Conditions

11. The buyer is responsible to SCANLOX for ensuring that the installation is performed under conditions that comply with applicable laws and regulations for the working environment at the Installation Site. The buyer must provide SCANLOX with a Written Notice regarding the safety regulations that apply to personnel at the Installation Site.

Furthermore, the buyer shall, at their own expense, provide satisfactory facilities for changing, washing, and eating for the installation personnel at or near the Installation Site. The buyer must also ensure that SCANLOX's personnel receive food and lodging close to the Installation Site in accordance with applicable agreements and regulations or as specified in the Agreement. The responsibility for the costs of food and lodging is outlined in sections 24.2 and 25.

Preparatory Work

12. SCANLOX shall, at the agreed time, or if no time is agreed, in due time before installation, provide the buyer with drawings or descriptions that show how the Materials are to be installed. SCANLOX shall also provide all information necessary for the construction of foundations and other supports required by the Delivery. Additionally, SCANLOX shall give all information

necessary for the unobstructed transport of the Materials and required installation equipment to and at the Installation Site, as well as for the establishment of necessary connections and links to the Delivery.

SCANLOX shall bear any costs caused by errors in the drawings, descriptions, and information mentioned in the first paragraph, provided these errors are discovered before acceptance. For errors discovered after acceptance, the provisions in sections 54–67 apply.

13. SCANLOX shall provide the buyer with a Written Notice regarding when the materials are ready for installation in sufficient time for the buyer to make the necessary preparations as required under sections 14 and 15 to ensure the installation can proceed.

14. The buyer shall perform the necessary preparatory work in accordance with the drawings, descriptions, and information mentioned in section 12. The buyer's work shall be completed, unless otherwise agreed, in sufficient time for the foundations and other supports to support the materials, but no later than one week before installation begins. Once the preparatory work is completed, the buyer shall notify SCANLOX via a Written Notice.

15. Before installation begins, the buyer shall ensure that power and materials, in the necessary amounts or as specified in the Agreement, are available to SCANLOX at the Installation Site, free of charge to SCANLOX.

Additionally, the buyer shall provide, at no cost to SCANLOX, lockable or otherwise secure storage spaces or warehouses suitable for protecting the materials and SCANLOX's equipment from theft and damage, located at or near the Installation Site.

Testing of Materials during Manufacturing

16. Inspection of materials in accordance with the Agreement is conducted at the place of manufacturing, unless another location is agreed upon. If technical requirements for the test are not specified in the Agreement, it shall be carried out in accordance with standard practices within the relevant industry in the country where the Materials are manufactured.

17. SCANLOX shall notify the buyer of the test mentioned in section 16 through a Written Notice in sufficient time for the buyer to be present. If the buyer has received such notice, the test may proceed even if the buyer is not represented at the test.

SCANLOX shall record the test results in a protocol. The test protocol shall be sent to the buyer. Unless the buyer proves otherwise, the test protocol shall be considered a correct description of the test's execution and results.

18. If, during the test specified in section 16, the materials are found to not conform to the contract, SCANLOX shall, as quickly as possible, ensure that the materials comply with the agreement. Upon the buyer's request, a new test shall then be conducted unless the deviation was insignificant.

19. The buyer also has the right, within reasonable limits or as specified in the Agreement, to inspect the manufacturing of the materials during SCANLOX's regular working hours with three days' notice.

20. Unless otherwise agreed, SCANLOX shall bear all costs for tests conducted where the materials are manufactured. However, the buyer shall bear all costs for their representatives, including travel and accommodation expenses, in connection with the tests and inspections mentioned in section 19.

Delay by the Buyer

21. If the buyer finds that they cannot carry out the required measures to complete the Delivery on the agreed date, including their obligations under sections 11, 14, and 15, or if such a delay is likely, SCANLOX shall be notified in Writing immediately, specifying the reason for the delay and, if possible, the expected duration of the delay.

Even if the buyer is delayed in fulfilling their obligations as outlined in the first paragraph, they are nevertheless required to pay any portion of the Contract Price that would have been due if the delay had not occurred.

22. If the buyer is delayed or otherwise fails to fulfill the obligations outlined in section 21, paragraph one, they shall compensate SCANLOX for any additional costs incurred beyond potential claims according to section 25, second paragraph. SCANLOX is entitled to a reasonable postponement of the acceptance date due to the buyer's breach of contract. If SCANLOX intends to claim such an extension, they must notify the buyer in Writing without undue delay.

If the buyer's breach is significant, SCANLOX has the right to suspend delivery and installation until the breach is remedied. Furthermore, SCANLOX may terminate the Agreement by providing a written notice, provided that they have informed the buyer in Writing of their intent to terminate the Agreement and the buyer has not remedied the breach within one month of receiving the notice. If the Agreement is terminated in this manner, SCANLOX is entitled to compensation for damages incurred due to the buyer's breach.

The compensation cannot exceed the Contract Price.

Payment

23. Unless otherwise agreed, payment shall be made upon invoice with a 30-day payment term from the invoice date. Invoicing shall proceed as follows:

23.1 For fixed-price installation, the Contract Price shall be invoiced with 40% upon Agreement (ORDER), 50% when the Materials arrive at the Installation Site (DELIVERY), and the remaining amount upon Handover.

23.2 For time-based installation, the agreed price for materials shall be invoiced with 40% upon agreement and 60%

when the materials arrive at the installation site. Payment for installation shall be made via monthly invoices.

24. If the parties have agreed on time-based installation, the following items shall be listed separately:

24.1 Travel expenses for SCANLOX's personnel.

24.2 Costs for meals, lodging, and other accommodation expenses for SCANLOX's personnel for each day away from their home base, including non-working days and public holidays, based on the highest rates for per diem and travel allowances.

24.3 Payment for work within regular working hours based on time records verified by the buyer.

24.4 Payment for overtime based on time records verified by the buyer.

24.5 Unless otherwise agreed, the division of regular working hours and overtime follows the regulations in SCANLOX's country.

24.6 Payment based on regular hourly rates for time spent on:

- a) necessary preparation for departure and return travel,
- b) travel to and from the site and any additional travel as entitled by law or agreement in SCANLOX's country,
- c) daily travel between lodging and the Installation Site if travel time exceeds 30 minutes per day, unless another time limit is specified by the applicable agreement in SCANLOX's country.

24.7 Expenses incurred by SCANLOX for providing equipment in accordance with the Agreement, as well as any agreed-upon payment for the use of SCANLOX's own installation equipment.

24.8 Payment for standby time at regular hourly rates when work is prevented due to circumstances beyond SCANLOX's control.

24.9 Any taxes and fees payable on the invoiced amount, which are the responsibility of SCANLOX.

25. If the parties have agreed that installation is to be done at a fixed price, the items mentioned in sections 24.1 – 24.7 are included in the Contract Price.

If installation work is altered, delayed, or temporarily suspended due to causes attributable to the buyer or their other suppliers, SCANLOX is, in addition to the Contract Price, entitled to payment for:

25.1 Standby time and time spent on additional travel.

25.2 Extra work, including tasks related to dismantling, securing, and reassembling installation equipment.

25.3 Additional costs incurred because SCANLOX's equipment remains at the Installation Site longer than anticipated.

25.4 Extra travel and accommodation expenses for SCANLOX's personnel.

25.5 Other costs and expenses that SCANLOX can document as resulting from the rescheduling of the installation work.

26. If the buyer fails to make timely payment, SCANLOX is entitled to interest from the due date at the rate applicable under SCANLOX's country's laws. SCANLOX is also entitled to compensation for its collection costs.

If the buyer fails to make timely payment or fails to provide agreed-upon securities on time, SCANLOX also has the right, after notifying the buyer in writing, to suspend its obligations under the agreement until payment is made or agreed-upon securities are provided.

27. If the buyer has not paid the overdue amount within three months, SCANLOX has the right to terminate the agreement by giving the buyer written notice. In addition to the rights outlined in Section 26, first paragraph, SCANLOX is entitled to compensation for damages incurred due to the buyer's breach. Compensation shall not exceed the Contract Price.

Retention of Title

28. Materials remain the property of SCANLOX until payment for the delivery has been made in full, insofar as such retention of title is valid under applicable law.

Installation

29. The parties shall, no later than SCANLOX's written notification that the Materials are ready for delivery from the manufacturing site, designate their respective representatives in writing, who will represent them during the installation at the Installation Site.

Representatives must be present at or near the Installation Site during working hours. Unless otherwise agreed, they shall have the authority to act on behalf of their respective parties on all matters relating to the installation. Where these terms specify that Written Notification is to be provided, the representatives are always authorized to receive the notification on behalf of their respective parties.

30. Unless otherwise agreed, the buyer shall, at its own expense, provide the necessary cranes, lifting devices, scaffolding, and equipment for internal transport at the installation site for SCANLOX. SCANLOX shall provide written notice specifying its equipment needs no later than one month before installation begins.

31. SCANLOX is obligated to ensure that its personnel comply with the safety regulations in effect at the installation site. This does not limit the buyer's obligations under Section 11. The buyer

may demand that personnel who do not comply with safety regulations be excluded from the installation site.

32. SCANLOX shall provide the buyer with written notification of any special risks to the surroundings that may be associated with the installation.

33. The buyer may not, without written consent from SCANLOX, assign any work to SCANLOX's personnel.

SCANLOX's Right to Inspect

34. SCANLOX reserves the right to inspect the delivery at the installation site at its own expense. The inspection must take place during the buyer's regular working hours. This right applies until the handover of the delivery has occurred and thereafter throughout any period during which work is performed in accordance with Sections 54–65.

Modifications

35. The buyer may, up until the handover as specified in Section 38, request changes to the originally agreed scope, design, and execution of the delivery.

Requests for modification must be submitted to SCANLOX in writing and must contain an exact description of the requested modification.

36. Until the handover has taken place, SCANLOX may, by written notification, propose modifications as mentioned in Section 35, paragraph 1.

37. As soon as possible after receiving a modification request or after proposing a modification, SCANLOX shall notify the buyer in writing whether and how the modification can be implemented, as well as how the modification will affect the contract price, handover date, and other contractual terms.

SCANLOX shall also notify the buyer in such cases where changes in laws, regulations, or other provisions as mentioned in Section 10 necessitate modification work.

38. In addition to what follows from Section 10, SCANLOX is not obliged to execute modifications until the parties have mutually agreed in writing on how the modifications will affect the contract price, handover, and other contractual terms.

If the parties cannot reach an agreement on the contractual consequences of the modifications referred to in Section 10, SCANLOX shall, until an agreement is reached or the dispute is resolved under Section 78, perform such modifications on a time-and-materials basis.

Handover

39. Once the installation is complete, a handover test shall be conducted, unless otherwise agreed, to determine if the delivery complies with the agreement.

SCANLOX must notify the buyer in writing that the delivery is ready for handover. The notice must specify a date for the commencement of the handover test, allowing the buyer sufficient time to prepare and be represented at the test. The test shall take place during the buyer's regular working hours.

The handover test shall be conducted in accordance with the technical requirements specified in the agreement. If no such specification is provided in the agreement, the handover test shall be carried out in accordance with standard practices and generally accepted standards in the country where the installation site is located.

The handover test shall be conducted under the direction of SCANLOX and attended by representatives from both parties. SCANLOX shall maintain a record of the test. The test protocol shall be sent to the buyer and, unless proven otherwise by the buyer, an accurate record of the handover test's conduct and results shall be considered.

40. The buyer shall, at their own expense, provide the power, fuel, lubricants, water, raw materials, and other materials necessary for conducting the handover test as specified in Sections 39 and 42 and for carrying out final adjustments in connection with such testing. The buyer shall also install the equipment and make available the personnel necessary to conduct the handover test, all at their own expense.

41. If the buyer, after receiving SCANLOX's notification in accordance with Section 39, paragraph 2, fails to fulfill their obligations under Section 40 or otherwise hinders the execution of the handover test, the test shall be considered satisfactorily completed on the starting date specified in SCANLOX's notification under Section 39, paragraph 2.

42. If the handover test reveals that the delivery does not meet the agreement, SCANLOX shall promptly rectify the delivery to make it contractually compliant. A new test shall then be conducted unless the parties agree to forgo this, or if the discrepancies are insignificant to the operation of the delivery. Sections 39 and 40 shall apply similarly to any retesting.

Handover

43. The buyer has taken over the delivery when it is in the agreed condition:

- a) as soon as the handover test is completed or deemed completed in accordance with Sections 39–42, or
- b) if the parties have agreed that a handover test is not required, when the buyer receives written notification from SCANLOX in accordance with Section 39, paragraph 2, first sentence.

Minor remaining adjustments to the delivery without operational significance shall not prevent handover. The buyer shall provide written confirmation to SCANLOX that the delivery has been taken over, including the handover date. The buyer's failure to

provide such confirmation does not affect the determination of whether handover has occurred.

Before handover, the buyer is not entitled to use the delivery or any part thereof. If the buyer uses the delivery or any part thereof without SCANLOX's written consent, the buyer is thereby considered to have taken over the delivery, and SCANLOX's obligation to conduct a handover test ceases.

44. Unless otherwise agreed, the risk for the delivery transfers upon handover.

If it is agreed that the buyer shall receive materials at the installation site, they are obliged to immediately inspect the materials and promptly notify SCANLOX in writing of any transport damages.

Delivery Time - Delay

45. The delivery is considered completed when it is taken over in accordance with the provisions of Section 43.

46. If the parties specify a period rather than a specific date for handover, this period begins from the date the agreement is concluded.

47. If SCANLOX finds that the delivery cannot be completed on time, or if a delay from the supplier's side is likely, this shall be immediately communicated to the buyer in writing, stating the reason for the delay and, if possible, the anticipated handover date. If SCANLOX fails to issue such notice in a timely manner, they shall, notwithstanding the provisions of Sections 49 and 50, compensate the buyer for any additional costs thereby incurred that the buyer could otherwise have avoided.

48. The handover date shall be postponed as reasonably appropriate under the circumstances if the handover is delayed due to any of the following:

- An act or omission on the buyer's part,
- SCANLOX's suspension of its obligations under Sections 22 and 26,
- Changes under Sections 10 and 35–38,
- Other circumstances for which the buyer is responsible, or
- An event qualifying as force majeure under Section 75.

The handover date shall be postponed even if the cause of delay occurs after the originally agreed handover date.

49. If the delivery is not handed over on time as stipulated in Section 43, the buyer is entitled to liquidated damages starting from the scheduled handover date. The liquidated damages shall amount to 1% of the contract sum for each commenced week of delay.

The maximum liquidated damages shall not exceed 10% of the contract sum. Liquidated damages are payable upon written demand from the buyer, but no earlier than when the delivery is completed or when the buyer terminates the contract under Section 50.

The buyer loses the right to claim liquidated damages if they do not make such a claim in writing within six months from the date handover should have occurred.

50. If the buyer is entitled to the maximum liquidated damages per Section 49 due to the delay duration, and the delivery is still not handed over, the buyer may demand, via written notice to SCANLOX, that the delivery be completed for handover within a final reasonable period, no less than one week.

If SCANLOX fails to complete the delivery within this timeframe, and the delay is not due to circumstances for which the buyer or their other suppliers are responsible, the buyer may terminate the contract with SCANLOX by written notice.

Upon such termination, the buyer is entitled to compensation for losses incurred due to SCANLOX's delay, to the extent that the loss exceeds the maximum liquidated damages claimable under Section 49. This compensation shall not exceed 10% of the contract sum.

The buyer is also entitled to terminate the contract by written notice to SCANLOX if it is clear that a delay will occur that would entitle the buyer to maximum liquidated damages under Section 49. In such a case, the buyer is entitled to both maximum liquidated damages and compensation as outlined in this section's third paragraph.

51. Aside from the liquidated damages under Section 49 and the limited compensation upon termination under Section 50, any other claim by the buyer related to SCANLOX's delay is excluded.

Liability for Property Damage Before Handover

52. SCANLOX is liable for any damage to the delivery occurring before the risk transfers to the buyer. This applies regardless of the cause of damage, unless the damage is caused by the buyer or anyone or anything the buyer is responsible for. Even if SCANLOX is not liable for damage under this section, the buyer may request SCANLOX to repair the damage at the buyer's expense.

53. SCANLOX is solely liable for damage to the buyer's property before the handover of the delivery if it can be proven that the damage in connection with contract performance was caused by SCANLOX's negligence or other actions for which SCANLOX is responsible. However, SCANLOX is not liable under any circumstances for operational losses, lost profits, or other consequential economic losses.

Liability for Defects

54. SCANLOX is obligated to remedy all defects in the delivery caused by errors in design, materials, manufacturing, or assembly by repairing or replacing them in accordance with Sections 56–67.

When SCANLOX is liable for a defect in the delivery, SCANLOX is also responsible for damage to the delivery caused by that defect.

SCANLOX's liability does not extend to defects caused by materials supplied by the buyer, constructions prescribed or specified by the buyer, or defects arising from the buyer's erroneous preparatory work as per Section 14.

55. SCANLOX's liability does not cover defects resulting from causes that arise after the delivery has been taken over by the buyer according to Section 43. For example, it does not include defects arising due to operating conditions that deviate from those anticipated in the agreement or incorrect use of the delivery. It also excludes defects resulting from inadequate maintenance or incorrect installation performed by the buyer, changes made without SCANLOX's written consent, or repairs carried out incorrectly by the buyer. Finally, the liability does not cover normal wear and tear.

56. SCANLOX's liability only covers defects that become apparent within one year from the date the delivery was taken over according to Section 43. If the delivery is used more intensively than agreed, this period shall be proportionally shortened.

57. In the case of replacement or repair as per Section 54, SCANLOX assumes the same obligations for the replacement parts and repaired parts as those applicable to the original delivery for a period of 12 months. For the remaining parts of the delivery, the liability period mentioned in Section 56 is extended only by the duration the delivery could not be used due to defects for which SCANLOX is responsible.

58. The buyer must provide written notice of a defect to SCANLOX immediately after the defect becomes apparent and no later than two weeks after the expiration of the liability period mentioned in Sections 56 and 57. The notice must include a description of the defect. If the buyer fails to notify SCANLOX of a defect within the specified time frames, the buyer forfeits the right to assert a claim regarding the defect.

If there is reason to believe that the defect could pose a risk of damage, such notice must be given immediately. If such notice is not given promptly, the buyer forfeits the right to assert claims for damage to the delivery that could have been avoided if the notice had been given.

59. After receiving written notice from the buyer under Section 58, SCANLOX must remedy the defect promptly. The remedying shall be performed in a manner that does not unnecessarily disrupt the buyer's operations. SCANLOX shall bear all costs associated with the remedy in accordance with Sections 54–66.

The remedy shall be performed at the location where the delivery is situated, even if this is different from the installation site, unless SCANLOX, considering both parties' interests, finds it more appropriate for materials to be sent to SCANLOX at a designated location.

If the defect can be remedied by replacing or repairing a defective part, and if disassembly and reassembly of the part do not require special expertise, SCANLOX may require that the defective part be sent to the company at a designated location for replacement or repair. In such a case, SCANLOX fulfills its obligation regarding the defect when the replacement part or repaired part is delivered to the buyer.

60. If remedying under Section 59 must be done at the location where the delivery is situated, the rules in Sections 11, 15, and 53 apply.

61. The buyer must, at their own expense, ensure that SCANLOX has free access to the delivery and undertake any intervention in other equipment than the delivery that is necessary to remedy the defect.

62. Any transportation and shipping related to remedying defects shall be at SCANLOX's expense and risk.

The buyer must follow SCANLOX's instructions regarding the mode of transport and shipping. The buyer shall bear any additional costs incurred by SCANLOX in remedying defects due to the delivery being located at a place other than the installation site.

63. Defective parts replaced under Section 54 shall be made available to SCANLOX and thereby become the property of SCANLOX.

64. If the buyer has provided such notice as mentioned in Section 58, and it is determined that this is not a defect for which SCANLOX is responsible, SCANLOX has the right to reimbursement for the work and costs incurred due to the complaint.

65. If SCANLOX fails to fulfill its obligations under Section 59 in a timely manner, the buyer may, by written notice, set SCANLOX a final reasonable deadline for fulfillment of at least one week. If SCANLOX has not met its obligations by the end of the set deadline, the buyer may, at their option:

a) Carry out or have carried out the necessary measures to remedy the defect at SCANLOX's expense and risk, provided this is done in a reasonable and sensible manner, or

b) Request a proportional reduction, but not exceeding 20% of the contract sum, or

c) If the defect is significant, terminate the agreement by written notice to SCANLOX. The buyer also has the right to terminate the agreement if the defect remains significant after measures mentioned under a) have been implemented. Upon termination, the buyer may claim compensation for any loss incurred, but not exceeding 20% of the contract sum.

66. Notwithstanding the provisions of Sections 54–65, SCANLOX's product liability does not extend for any part of the delivery longer than one year from the end of the liability period stipulated in Section 56, sentence 1, or from the end of any other liability period that the parties may have agreed upon.

67. SCANLOX is not liable for defects beyond what is prescribed in Sections 54–66.

Intellectual Property Infringements

68. Unless otherwise agreed, SCANLOX shall indemnify the buyer for any claims from third parties based on the assertion that the delivery infringes a patent, copyright, or other intellectual property rights protected in Denmark, Finland, Norway, Sweden, or in any other country specifically agreed upon by the parties, according to Sections 69–72.

69. SCANLOX is not responsible for intellectual property infringements that arise as a result of:

- The delivery being used in a country other than those following from Section 68.
- The delivery being used in a manner that deviates from the agreed usage or that SCANLOX could not have reasonably foreseen.
- The delivery being used in conjunction with equipment or software not supplied by SCANLOX.
- Modifications made by the buyer to the delivery.

SCANLOX is also not liable for intellectual property infringements that are solely a result of the design or construction of the delivery being prescribed or specified by the buyer.

70. Handling the claims mentioned in Section 68 shall be at SCANLOX's expense. SCANLOX shall also indemnify the buyer for any amounts that the buyer is required to pay as a result of a legally binding judgment or settlement approved by SCANLOX.

SCANLOX is only liable if the buyer promptly notifies SCANLOX in writing of any claims received and allows SCANLOX to determine how the claim should be addressed.

71. In the event of an infringement of a patent, copyright, or other intellectual property rights for which SCANLOX is liable under Sections 68–69, SCANLOX shall, upon receiving notification under Section 70, subsection 2, promptly at its discretion:

- Secure the buyer's right to continue using the delivery.
- Modify the delivery so that the infringement no longer exists.
- Replace the delivery with another delivery with equivalent functionality that does not constitute any infringement.

SCANLOX has a similar obligation when the buyer notifies SCANLOX in writing that an infringement of patent, copyright, or other intellectual property rights exists, without any third party making a claim against the buyer.

72. If SCANLOX fails to timely fulfill its obligations under Section 71, the buyer may, by written notice, set a final reasonable deadline, which shall not be less than one week, for SCANLOX to fulfill its obligations. If SCANLOX has not met its obligations within the deadline, the buyer may, at their option:

a) Carry out or have carried out the necessary measures equivalent to those specified in Section 71, subsection 1, at SCANLOX's

expense and risk, provided SCANLOX does this in a reasonable and sensible manner, or

b) If the infringement causes significant inconvenience to the buyer, terminate the agreement by written notice to SCANLOX. The buyer also has the right to terminate the agreement if the inconvenience remains significant after implementing the measures mentioned in a).

Responsibility for Property Damage Caused by the Delivery After Acceptance

73. SCANLOX is not liable for damage caused by the delivery to real estate or personal property or for the consequences of such damage if the damage occurs while the delivery is in the buyer's possession. SCANLOX is also not responsible for damage to products manufactured by the buyer or to products that incorporate the buyer's products.

The buyer shall indemnify SCANLOX to the extent that SCANLOX is held liable to third parties for such damage or loss for which SCANLOX is not responsible according to the first clause.

The aforementioned limitations on SCANLOX's liability do not apply if gross negligence is involved.

If a third party makes a claim against SCANLOX or the buyer for compensation for damage or loss in accordance with this clause, the other party must be immediately notified in writing.

SCANLOX and the buyer are mutually obligated to allow themselves to be sued in the court or arbitration tribunal that handles the compensation claims made against either party based on damage or loss alleged to have been caused by the delivery. However, the relationship between the buyer and SCANLOX shall always be determined according to Section 78.

General Limitation of Liability

74. The parties have no liability to each other beyond what is stipulated in these terms. This applies to any loss that either party may suffer, such as loss of production, lost profits, and other economic consequential losses or indirect losses.

The limitation of liability mentioned in the first clause does not apply if a party has committed gross negligence. The limitation of liability also does not apply in the event of a party's breach of its obligations under Section 6, or for liability for intellectual property infringements under Sections 68–72.

Exemption from Liability (Force Majeure)

75. The following circumstances shall lead to exemption from liability if they prevent the fulfillment of the agreement or make fulfillment unreasonably burdensome: labor disputes and any other circumstances beyond the control of the parties, such as fire, natural disasters, and extreme natural phenomena, war, mobilization, or military conscription of a similar extent, requisition, confiscation, trade and currency restrictions, riots and civil

disturbances, lack of transportation means, general scarcity of goods, restrictions in the supply of power, as well as deficiencies or delays in deliveries from subcontractors caused by any of the circumstances mentioned in this clause.

The circumstances mentioned in the first clause will only result in exemption from liability if their impact on the fulfillment of the agreement could not have been foreseen at the time of entering into the agreement.

76. The party wishing to invoke any ground for exemption from liability as mentioned in Section 75 must immediately notify the other party in writing of its occurrence and cessation.

In the event of force majeure on the buyer's side, the buyer shall cover the costs incurred by SCANLOX to secure and protect the delivery. Furthermore, the buyer shall cover SCANLOX's costs for personnel, subcontractors, and equipment that are kept on standby with the buyer's consent for the purpose of resuming work on the delivery.

77. Notwithstanding anything else in these terms, either party may terminate the agreement by written notice to the other party if the fulfillment of the agreement is hindered for more than six months due to a ground for exemption from liability as mentioned in Section 75.

Disputes. Governing Law

78. Disputes arising in connection with the agreement and anything related thereto shall be settled by arbitration in accordance with the applicable arbitration laws in Denmark. However, if the disputed amount excluding VAT does not exceed EUR 50,000, or the equivalent amount in the contractual currency, the dispute shall be settled by the ordinary courts in Denmark.

79. All disputes arising in connection with the agreement shall be assessed according to the laws of Denmark.

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