

Martela A/S

General Trading Conditions

The following general terms and conditions apply to all transactions with Martela A/S. Deviations from the general conditions must be made in writing and should be included in the agreement or within an added Appendix to this agreement.

1. Quotes and Order Confirmation

Buyer's orders of any kind are only binding to Martela A/S when the buyer has received a written order confirmation. Quotes from Martela A/S, which do not specify any specific acceptance deadline, will lapse if a compliant acceptance by the buyer is not received by Martela A/S within one month from the date of the quote. The order confirmation issued by Martela A/S is accepted and binding unless customer 3 days after receipt of the order confirmation has noted any discrepancy in writing to Martela A/S.

2. Cancellation and postponement of orders

Cancellation and postponement of orders by the buyer, can only take place by prior written agreement with Martela A/S. Martela A/S reserves the right to charge documented costs for cancellation by suppliers and any storage cost on such cancellation or postponement.

3. Prices and specifications

Martela A/S reserves the right to adjust the prices without prior notice, however, this does not apply to already confirmed orders. Unless otherwise stated, all prices in Danish kroner are exclusive of VAT. All specifications, dimensions, weights, etc., on goods on websites, in catalogues, brochures, product sheets or other sales material are only binding to the extent that the agreement explicitly refers to this. Martela A/S makes reservations for printing errors.

3.1 Environmental Fee

Martela A/S adds an environmental fee of DKK 125.00 on all invoices, unless otherwise agreed in writing. The fee covers taxes and costs imposed on oil price supplements, particle filters, environmental certification, "electricity return form" etc.

3.2 Handling Fee

Martela A/S adds a handling fee of DKK 500.- on all invoices for orders below DKK 5.000.-

4. Payment

Payment must be made no later than the due date stated on the invoice. In case of late payment, Martela A/S serves the right to demand interest after the due date in accordance to applicable legislation.

5. Delivery

Unless other is agreed, delivery is made to the address agreed upon the order confirmation. Martela A/S reserves the right to part-delivery, unless otherwise agreed.

5.1 Delivery Costs

The buyer shall bear all costs for delivery, unless otherwise agreed

5.2 Delivery time and delays

The stated delivery week is counted from the receipt of the full and final information about the transaction, from the buyer. The indication of the delivery week is discretionary and non-binding. If Martela A/S does not deliver within the stipulated delivery week, or within a delivery week stipulated in clause 5.4, this does not entitle the buyer to withdraw the purchase. Martela A/S does not incur any liability for direct or indirect loss due to late delivery.

5.3 The Transition of Risk

Martela A/S has insured its own freight and therefor the risk of the goods, when transporting with Martela transport are transferred upon the purchaser's receipt of the goods at the destination of the delivery. When the buyer picks up the goods at the Martela warehouse, or when transporting with the buyer's own carrier, the risk for the goods are transferred upon the receipt of the goods at the Martela warehouse

5.4 Force Majeure

Martela delivery obligation is postponed, limited or terminated to the extent that force majeure or other matters over which the seller is not accountable may delay, complicate or prevent delivery. As force majeure and similar conditions are considered; war, rebellion, civil riots, blockades, quarantine measures, strike, lockout, fire, ban on import/export, ice difficulties, other traffic and operational disruptions, as well as measures of any kind taken by public authorities or equivalent authorities hereby, either here or abroad, which in any way had to impede the seller's freedom of disposition. To the extent and as long as the seller does not deliver under the above circumstances, the buyer cannot claim compensation, if any price differences. This also applies if the above-mentioned circumstances occur again during the term of the agreement

6. Deficiencies and Complaints

Martela A/S is entitled and obliged within a 24-month period, from the delivery of a product, to rectify faults and defects on the product in question. This does not apply to consumer goods. There may be guarantees on some products in addition to the warranty. Martela A/S reserves the right to exchange in case of errors or defects found on a product. The buyer has a duty to investigate and must without delay give Martela A/S notice of any defect or defect in the goods. If this does not happen immediately, the buyer loses the right to remedy or exchange the goods. Martela A/S is not liable for operating losses, lost earnings or other indirect losses. Martela A/S is not liable for defects or defects in goods that are a consequence of natural wear, overload, unusual use, inadequate maintenance, defective service, changes made without Martela A/S's written approval, repairs or adjustments made by anyone other than Martela own employees.

7. Product Liability

Martela A/S refers to the applicable legislation and practice regarding this.

If Martela A/S is given product liability by a third party, the buyer is obliged to indemnify Martela A/S to the same extent as Martela's liability is limited in relation to the above provisions. If a third party submits a claim against one of the parties under product liability, that party is obliged to inform the other party without delay of this.

8. Return of goods

In the event of prior agreement, stock items can be returned if these are in original packaging and are flawless. The buyer covers all costs and carries the risk associated with returning goods. Martela A/S reserves the right to charge a fee for returning goods. Martela A/S does not return specially made or specially purchased goods.

9. Retention

The ownership of the goods only passes to the buyer when the entire agreed purchase price has been paid.

10. Governing Law and Venue

The agreement and any attachments are subject to Danish law. Any disputes arising out of the contractual relationship are dealt with by Martelas jurisdiction at first instance.

March 2023