

VETAPHONE General Terms and Conditions of Sale

Company: Vetaphone A/S, Fabriksvej 11, 6000 Kolding, Denmark

VAT-no.: DK78756616

Definitions

“Seller” refers to Vetaphone A/S, a company incorporated under the laws of Denmark, with its registered office at Fabriksvej 11, 6000 Kolding, Denmark.

“Buyer” means any business entity purchasing products or related services from the Seller.

“Products” refers to Vetaphone Corona & Plasma treaters, parts, and any associated services delivered by the Seller.

Scope and Acceptance

1. These Terms apply to all quotations, sales, and deliveries of products and related services made by the Seller to the Buyer, unless otherwise agreed in writing.
2. Deviations require written agreement from both parties.

Quotations and Orders

3. All quotations are non-binding, and validity is specified in the quotation. Technical modifications shall remain reserved in the scope of what is reasonable.
4. Production times in our quotes are best estimate. Upon receipt of order confirmation, the delivery times will be set in accordance with production capacity.
5. Orders are accepted upon written order confirmation by the Seller.
6. The order confirmation defines the scope of delivery and shipment date.

Prices and Payment

7. All prices are EXW, 6000 Kolding, Denmark (Incoterms 2020) in EUR, exclusive of VAT, duties, packaging, shipping, and insurance unless stated otherwise.
8. Payment terms are specified in the quotation and in the order confirmation. Prepayment may be requested.
9. Late payments are subject to interest, and the Seller may charge 2% per month plus an administrative fee of 100 Euro per invoice.
10. The Seller is entitled to suspend delivery of Products and/or services if the Buyer is in arrears with payments.
11. Seller's sales representatives, field staff or agents shall not be entitled without special written authorization to receive payments on our behalf.
12. All local import taxes, duties, permits, and compliance is the buyer's responsibility.

Delivery, Risk, and Retention of Title

13. Delivery is EXW, 6000 Kolding, Denmark (Incoterms 2020), unless otherwise agreed. Risk transfers to the Buyer at the time of handover to the carrier.
14. Title remains with the Seller until full payment has been received.
15. Partial deliveries may occur and be invoiced separately unless otherwise agreed.

16. The delivery times are indicative unless explicitly agreed in writing as binding. If a binding delivery time is agreed, failure to deliver within that timeframe shall entitle the Buyer to remedies as outlined in the contract.
17. Products reported from the Seller as contractually ready-to-ship shall be collected immediately. Seller is entitled to charge for storage until said Products have been collected. The fee is 150 Euro per unit for storage up to 10 days and 100 Euro per week for the following weeks. The Seller shall notify the Buyer in advance before applying such fees.
18. If the Buyer becomes insolvent, enters bankruptcy, or is otherwise unable to meet its obligations, the Seller shall be entitled to terminate the contract with immediate effect and recover any Products not fully paid for.

Service and start-up visits

19. If start-up is included, this must be specified in the order confirmation.
20. The Buyer must ensure that the site is adequately prepared, including power, access, and safety conditions, before the agreed date.
21. Start-up services if purchased must be booked 4 weeks in advance unless otherwise specified. Furthermore, the start-up service does not include mechanical and electrical installation of the products purchased. All mechanical and Electrical installations must be completed before the start-up visit.
22. Delays to scheduled support and start-up visits caused by the buyer may result in additional charges. If a visit is cancelled less than four weeks prior to the scheduled visit date, the seller reserves the right to charge the buyer for any non-refundable travel and accommodation costs incurred, as well as for time allocated for the visit.

Inspection and Acceptance

23. The Buyer must inspect the products upon delivery and notify the Seller in writing of any defects or shortages within 30 days of delivery or commissioning, whichever is earlier. Any claims related to missing, damaged, or incorrect items, etc. cannot be accepted after 30 days.
24. If installation is part of the contract, final acceptance shall occur upon successful installation or after 30 days if no objections are raised.

Warranty

25. The Seller warrants that the products conform to the agreed specifications and is free from material defects for the warranty period specified in the order confirmation.
26. Warranty claims must be submitted in writing. The Seller may, at its discretion, repair, replace, or refund the defective item. During the warranty period, the Seller will by default provide replacement parts and technical support. Labor, travel, and accommodation costs are not covered under the warranty, unless otherwise agreed.
27. The warranty excludes normal wear and tear, damage caused by misuse, inadequate maintenance, or unauthorized modifications.
28. All wearing parts are excluded from warranty, including but not limited to electrodes, rollers, bearings, HP cables, insulators, cartridges, and side plates.
29. The decision as to whether a potential claim will be handled as a guaranteed matter, or because of inappropriate usage, will be determined by the Seller. In the case of an unjustified notice of defect, we shall charge the claimant for all associated costs.

Technical Documentation and Software

30. The Seller provides standard technical documentation with the products.
31. Documentation is supplied digitally. Printed documentation can be ordered on request. Any additional documentation or translations may be charged separately.
32. All drawings and technical document relating to the Product, shall remain the property of the Seller.

33. Any software supplied with the products is licensed, not sold, and remains the property of the Seller or its licensors.

Product Liability

34. The Seller's total liability for any claim arising out of or in connection with the Products, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the purchase price paid for the specific Product giving rise to the claim.
35. The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards third parties for such damage or loss, for which the Seller is not liable towards the buyer under this clause.
36. The Seller shall have no liability for defects or damages resulting from improper installation, use, maintenance, or modification of the product by the buyer or any third party.
37. Nothing in this Agreement shall exclude or limit the Seller's liability for death or personal injury caused by the Seller's negligence, willful misconduct, or liability which cannot be excluded under mandatory product liability legislation law (e.g., the Danish Product Liability Act or equivalent EU legislation).

Limitation of Liability

38. The Seller shall not be liable for any indirect or consequential losses, including but not limited to loss of profit, production, or business, unless caused by gross negligence or willful misconduct.
39. Total liability in any situation is limited to the total amount paid under this contract.

Force Majeure

40. The Seller is not liable for failure or delay caused by force majeure events, including but not limited to natural disasters, pandemics, war, embargoes, supply chain disruptions, or government actions.

Export Compliance

37. The Buyer is responsible for compliance with all applicable export, import, and customs regulations.
38. The products may not be resold or exported in violation of EU or UN sanctions or export controls.
39. Each party shall comply with all applicable laws and regulations, including but not limited to anti-corruption, anti-bribery, trade sanctions, and environmental standards.

Governing Law and Dispute Resolution

40. These Terms are governed by the laws of Denmark.
41. Any dispute or claim or liability arising out of, or in connection with these Terms, shall be settled by arbitration in accordance with the law of Denmark and take place in Copenhagen. Proceedings shall be conducted in English. Prior to arbitration, parties agree to attempt mediation in good faith within 30 days of written notice of dispute.
42. The arbitration award shall be final and binding and may be enforced in any court of competent jurisdiction.

Intellectual property rights

43. All drawings and technical documents relating to the Product, or its manufacture submitted by one party to the other, prior, or after the formation to the Product, shall remain the property of the submitting party.
44. Drawing, technical documents, or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used, or copied, reproduced, transmitted, or communicated to a third party.
45. Unless otherwise agreed, the Seller retains the intellectual property rights and know-how to the Seller's software even when such software has been produced specially for the Buyer. The Buyer may at its own responsibility, and with no liability for the Seller, make such changes in the Seller's software that are consistent with the general purpose for which the Product is intended.

Safety

- 46. The Seller complies with the European Machinery Directive and is provided with a CE “Declaration of Conformance” and Declaration of Incorporation certificate. All the Sellers generators are CE marked, and UL listed. Stations and fans are equipped with UL/UR recognized components and are provided with a CE “Declaration of Incorporation” certificate. The Product is incomplete when it leaves the Seller’s address and must therefore not be put into service until the Product is fully incorporated and has been declared in conformity with the requirements of the Machinery Directive 2006/42/EC.
- 47. The Buyer is solely responsible for ensuring compliance with local statutory and regulatory requirements concerning the installation, operation, and use of the Products in their jurisdiction.

ESG (Environmental, Social, and Governance)

- 48. Each party represents and warrants compliance with all applicable labor, human rights, anti-slavery, and environmental laws, and shall maintain adequate ESG compliance policies.

Confidentiality

- 49. Each party shall keep confidential all technical, commercial, and proprietary information received from the other party, and shall not disclose it to any third party without prior written consent.
- 50. To the extent personal data is exchanged, the parties agree to comply with the EU General Data Protection Regulation (GDPR) and any applicable data protection laws.

Compliance with Local Laws

- 51. The Buyer shall be responsible for ensuring that the Products, once installed and put into operation, comply with all local laws, standards, and regulatory requirements in the country of use.

Language

- 52. These Terms and Conditions are drafted in English. In case of translation into other languages, the English version shall prevail in the event of discrepancies.

Entire Agreement

- 53. These Terms and Conditions, together with the Seller’s order confirmation, constitute the entire agreement between the parties and supersede any prior agreements, understandings, or communications, whether written or oral. The Buyer’s general terms and conditions shall not apply, even if attached to purchase orders or other documents.

Termination

- 54. If the Buyer cancels an order after order confirmation, the Buyer shall reimburse the Seller for all costs incurred, including materials, labor, and reasonable notice.

Miscellaneous

- 55. If any part of these Terms is deemed invalid or unenforceable, the remaining provisions shall remain in effect.
- 56. Amendments or waivers must be made in writing and signed by both parties.