

1. General purchase conditions

1.1 The conditions below apply to all companies in Seasight Group A/S.
(Hereinafter referred to as SG)

Hvide Sande Shipyard A/S, CVR no. 6460 0028
Seasight Solutions A/S, CVR no. 4333 0691
Seasight Davits A/S, CVR no. 3387 9253
HVSA Ejendomme ApS, CVR no. 4028 4753
Hvide Sande Agency & Supply ApS, CVR no. 3364 9584
Seasight Group A/S, CVR no. 2982 3758

And other future companies added into the group.

1.2 Where nothing else has been agreed in writing between the seller and SG, the following general purchase conditions apply for deliveries and services for SG.

1.3. The seller's general sales and delivery conditions, customs and similar do not apply regardless of whether the seller may refer to these in offers, order confirmations, emails, letters, on the website etc., unless the conditions are accepted in writing by SG.

2. Delivery

2.1. The seller must deliver free of further charges (DDP – Incoterms). Free of various fees, packaging and handling costs in accordance with what is stated in the purchase order or otherwise contractual agreed.

2.2. All deliveries must be securely packaged with a delivery note showing a purchase order number or case number if this appears in the purchase order or otherwise clearly indicated by the purchaser.

2.3. Deviations from the delivery time stated by SG are considered a contractual breach.

3. Delay

3.1. In the event of a delay or expected delay, the seller is obliged to immediately notify SG by telephone or in writing.

3.2. SG then has the right to proceed or cancel the purchase order free of charged to SG.

4. Quantity and quality

4.1. Deviations from the ordered quantity and quality must be approved by telephone or in writing by SG in each individual case.

5. Payment

5.1. Payment term is End of month +45 days after SG's receipt of a correct invoice with a clear indication of the delivered items, purchase order number and case number, if this appears in the purchase order or otherwise clearly indicated by the purchaser.

5.2. SG reserves the right to reject any invoice where the above points are not complied with. If SG receives an invoice with errors or an invoice that does not meet the above requirements, SG must notify the seller of this. Payment date will be recalculated from receipt of correct invoice.

6. Price ratio

6.1. The price is set in Danish kroner (DKK) excl. VAT, unless otherwise agreed in writing.

7. Warranty, defects, and complaints

7.1. The seller guarantees that the delivery meets the requirements specified by SG.

7.2. The seller provides a guarantee on the delivered goods for 12 months from the date of delivery, unless otherwise agreed in writing.

7.3. The seller is responsible for the delivered goods being fault-free and meeting all legal requirements, including environmental and safety regulations.

8. Documentation

8.1. SG can demand that deliveries must be accompanied by relevant documentation in Danish and/or a language specified by SG, describing delivery, installation, instructions in use, maintenance and/or repair, etc.

8.2. All supplied documentation will be SG's property.

9. Confidentiality

9.1. The seller undertakes not to pass on confidential information received from SG regarding the seller's deliveries.

9.2. The seller undertakes not to use such information for anything other than fulfilling their obligations to the agreement with SG. The seller's duty of confidentiality is unlimited in time.

9.3. The seller may not use SG's name, logo, trademark etc. without SG's written consent.

9.4. If the seller uses subcontractors, the seller must ensure that the subcontractors are subject to the same obligations as in the whole of section 9.

10. Assignment

10.1. The seller cannot fully or partially transfer its obligations or rights in relation to SG without prior written approval from SG.

11. Force majeure

11.1. If timely delivery is prevented or excluded as a result of extraordinary circumstances over which the seller is not in control and which the seller could not or should reasonably have foreseen (force majeure), the delivery time will be postponed by a period of time corresponding to the unavoidable delay in calendar days. However, a maximum of the number of working days that may have been lost.

11.2. Force majeure includes natural disasters, war, mobilization, import ban, strike, lockout (but not lockout by the seller himself), rebellion, sabotage, fire, water damage, explosion, confiscation, long-term failure of energy supply and similar extraordinary events.

11.3. However, the seller can only invoke force majeure to the extent that the seller can document that he has taken effective steps with all available means to prevent, overcome or limit the effect of the delay.

11.4. If a delivery is delayed as a result of force majeure, the seller must without undue delay notify SG in writing of the delay, its cause, estimated duration and otherwise keep SG continuously informed of the development and send written documentation hereof. If the duration of the delay due to force majeure is more than 30 calendar days, SG can cancel the purchase order.

12. Product liability

12.1. The general rules on compensation and product liability in Danish law are applicable at any time in delivering to SG.

12.2. The seller is obliged to have the usual product liability insurance with a cover sum of at least DKK 10.000 per damage and per year for respectively personal and property damage, unless otherwise agreed after a specific assessment of the risk on SG's part.

12.3. The seller must, upon request, provide a copy of the insurance policy, or alternatively an insurance certificate, to SG, who reserves the right to approve it within 8 days of the order date. If this documentation is not provided within the mentioned period, the seller is considered to have breached the contract, and SG can claim compensation for any loss for SG due to failure to fulfill the obligation.

12.4. The seller cannot waive their responsibility for damage that occurs while the delivery is in SG's possession. Correspondingly, the seller is responsible for damage that the delivered item may cause to products manufactured by SG, or to products in which the delivered item is integrated or mounted on.

12.5. If a third party takes legal action against SG as a result of personal or property damage caused by the delivery, the seller must immediately indemnify SG. If a third party makes a claim against SG, SG must immediately notify the seller of this.

12.6. The seller is obliged to let themselves be sued or involved in the court or arbitral tribunal dealing with compensation claims brought against SG by third parties on the basis of damage or loss allegedly caused by the delivery.

13. Limitation of liability

13.1. SG is not responsible for consequential loss, loss of profit, production loss, or other indirect loss for the seller.

14. Choice of law and venue

14.1. Danish law applies to any dispute between the parties. Any dispute that may arise between the seller and SG, including the existence or validity of the contract must be decided by arbitration at the Institute of Arbitration in accordance with the rules adopted by the Institute of Arbitration in this regard, which are applicable at the initiation of the arbitration proceedings, cf. section 12.