

## TERMS AND CONDITIONS OF SALE AND SUPPLY

### 1. Quotations/Prices

Unless otherwise stated, quotes or prices in the web shop are always based on current prices and are exclusive of VAT. Subject to typographical errors. All drawings and quotations made by BITO Storage Systems Nordic A/S (hereafter BITO) may not be shared with third party and drawings remain BITO's property.

### 2. Delivery

Unless otherwise agreed in writing, delivery terms are always ex works (per Incoterms 2020) and consequently, delivery by truck is at customer's expense and risk. Accordingly, transportation lies with customer, which is why damage liability etc. upon receipt falls on him.

### 3. Assembly

Unless otherwise agreed in writing, assembly is required to be performed within normal working hours. Premises must be cleared and ready for assembly making room for concurrent storage of parts for the assembly. Customer must provide required forklift and/or manlift. Irregularities of the floor must be within 3/00 cf. Dansk Standard. If such requirements are not met, charges will be made for additional work, materials, and possible delay. As racking systems are fixed to the floor, information of specific requirements such as maximum drilling depth must be informed.

### 4. Changes

Project changes after placing of orders may result in a change of delivery time. If no written agreement is available re. price of the change, change is made per account at current prices. BITO reserves the right to product and price changes without warning unless otherwise agreed in writing between the parties.

### 5. Claims

Any claims must be made immediately upon receipt of the goods and added to the delivery note. Re. goods in carton wrapping claims must be made no later than 5 days after receipt. Claims must be made in writing to BITO. Claims do not have any payment delaying effect.

### 6. Returned goods

Return of standard catalogue articles is accepted by prior agreement. Invoiced amount deducted a handling fee of 20% will be credited to customer's account. Return is at the expense of the party requesting the return.

### 7. Warranty

All articles from BITO are covered by a 12 months' warranty covering manufacturing faults - plastic bins, however, are covered 5 years. Incorrect use of articles or if repair is performed by repair people unknown to BITO without prior consent, will invalidate the warranty. The warranty only covers delivered goods and services and BITO cannot be held liable for damages to anything else but that.

### 8. Payment terms

Unless otherwise agreed to in writing, payment terms are net cash. If customer fails to make payment, customer shall pay a charge added to the reminder as well as interest at the rate of 2.5% per month or part of a month.

### 9. Force majeure

In the event of unforeseen circumstances beyond BITO's control, such as for instance strikes, lockouts, war, fire damage, import restrictions, emergencies related to public health etc., reservations are made for price changes and any costs. If BITO is prevented from fulfilling its obligations in this way, BITO will contact the customer to discuss this before any costs are incurred and will specify which obligations may be affected by the delay, change or hindrance.

### 10. Retention of title

In accordance with applicable law, BITO shall retain title to the goods delivered until the purchase price has been paid in full, after which title shall pass to the buyer.

*August 2023*

***BITO Storage Systems Nordic A/S cannot be held accountable for any buildings or bearing capacity where our products are installed.***