

# B2B TERMS OF SALE AND DELIVERY

## 1. GENERAL INFORMATION

1.1 These Terms of Sale and Delivery apply to all offers, sales and deliveries made by Promovec A/S, Brunbjergvej 2, DK-8240 Risskov, business reg. no. 32790089 ("Promovec").

1.2 All goods supplied by Promovec (the "Goods") are subject to these Terms.

1.3 In the event of discrepancy, these Terms take precedence over the terms and conditions which may form part of order material and/or other contract documents prepared by Promovec's distributors and dealers (collectively "Agreements"), unless otherwise expressly accepted in writing by Promovec.

1.4 Unless otherwise expressly specified in writing, offers from Promovec are valid for a period of 30 working days from date of offer.

1.5 Drawings, specifications and other technical information provided by Promovec remain Promovec's property. The information must be treated as confidential and may not be distributed, copied and/or disclosed to third party for any other purpose than the performance of the Agreement.

## 2. PRICE AND TERMS OF PAYMENT

2.1 All Promovec's prices are stated and offered exclusive of statutory value added tax (VAT) or tax corresponding to value added tax (abroad).

2.2 Promovec reserves the right to adjust its prices at 30 days' prior notice through its website ([www.promovec.com](http://www.promovec.com)), and delivery is made at the price ruling on the delivery date.

2.3 Unless otherwise expressly agreed, Promovec's invoices are payable within 8 days from date of invoice.

2.4 If a date of payment is exceeded, a reminder is forwarded, specifying a 10-day payment deadline. If such deadline is also exceeded, interest on the

outstanding amount will be charged at the rate of 2 per cent per commenced month from expiry of the deadline.

## 3. DELIVERY

3.1 If the Goods are in stock, they will be packed (on pallets) as soon as possible, and Promovec will ship and deliver accordingly. The estimated time of delivery - ETA - will depend on the transit time to each destination in Europe.

3.2 In general, the Goods are delivered ex. warehouse (Incoterms 2010) in standard packaging. In the event of FOB delivery directly from Far East, the customer is responsible for transport, freight and customs clearance.

3.3 Any notices of incomplete deliveries must be received by Promovec within 30 days of receipt of the delivery. Notice of any damaged packaging must be given directly to the carrier upon receipt.

## 4. NOTICE OF LACK OF CONFORMITY AND WARRANTIES

4.1 In general, the customer has a 24-months' right to give notice of lack of conformity in accordance with the provisions of the Danish Sale of Goods Act.

4.2 An expanded warranty is provided for selected categories of goods. The component warranty for e-kits and related spare parts is for two years, the battery warranty is for two years (with an option for the end user to buy an expanded warranty for another three years), and the motor warranty is for three years. In general, the warranty runs from the date of delivery to Promovec's first reseller, unless the Goods are registered at Promovec's website upon sale to an end user, in which case the warranty period does not start to run until such date of sale.

4.3 A valid receipt of purchase is accepted as a warranty certificate and must accompany the Goods in case of notice of lack of conformity.

4.4 If the Goods are defective/suffer from a defect, notice thereof must be given in writing to Promovec within a reasonable time and no later than 30 days after the defect has been discovered.

4.5 The Goods may only be returned accompanied by a copy of the invoice and a filled in claim form and only subject to prior agreement with Promovec.

4.6 Notice of lack of conformity relating to batteries:

4.6.1 In cases regarding notice of lack of conformity of batteries: Contact Promovec by phone at tel. no. +45 8844 4411 or by email at [service@promovec.dk](mailto:service@promovec.dk).

4.6.2 If the battery is to be sent to Promovec subject to agreement, the following must be included: Keys to the battery, battery charger, a copy of the invoice for the electric bike, including the battery, read-out report from the BMS, and a description of the battery defect.

4.6.3 Upon receipt, the battery will be checked for defects and a capacity test will be performed. If Promovec admits the claim, trouble shooting and battery tests will be performed free of charge, just as Promovec will pay the freight charges of forwarding and returning the battery and the charger. If Promovec is unable to detect any defects in the battery and/or if the result of the capacity test is above 70%, Promovec will not admit the claim. In such a case, the end user will have to pay for the battery test (DKK 375 including VAT) and all the related freight charges. A test report will be provided as documentation when the battery is returned.

## 5. LIABILITY AND LIMITATION OF LIABILITY

5.1 Promovec is liable for any faults and defects in the Goods and the performance of the Agreement pursuant to the general Danish law of damages.

5.2 If the defect is attributable to Promovec as the supplier, Promovec will cover all reasonable and documented costs directly related to remedying, including handling costs and freight charges (in

Denmark and abroad) and costs of repair or replacement of the Goods, cf. clause 5.3.

5.3 In connection with the remedying of faults and defects in the Goods, Promovec will determine whether the Goods can be repaired within a reasonable time or whether they are to be replaced. Promovec will provide information of its decision and take the relevant steps after an inspection/examination of the Goods concerned.

5.4 In addition, Promovec is liable for damage to persons and damage to objects used for private purposes if and to the extent that it is attributable to faults and defects in the Goods.

5.5 Promovec is not liable if the defects are attributable to measures taken or a functionality or a design used at the specific request of Promovec's contracting party.

5.6 Moreover, Promovec is not liable for inappropriate use or misuse, natural wear and tear, incorrect or negligent handling or incorrect maintenance of the Goods. If attempts have been made to change or repair the Goods or if they have been misused, the right to give notice of lack of conformity and any warranties lapse.

5.7 Promovec indemnifies its distributors and dealers against costs relating to notices of lack of conformity of the battery covered by an expanded warranty. However, this does not include costs or losses attributable to the distributor or the dealer, including registration of the battery after expiry of the deadline for registration.

5.8 Promovec is not liable for any indirect loss, including but not limited to loss of income, own time, business disruption, and lost earnings.

## 6. INSOLVENCY

6.1 If Promovec's contracting party suspends its payments, or if the contracting party or one of its creditors presents a petition for insolvency pro-

ceedings to be instituted against the contracting party, Promovec is entitled to terminate the Agreement without notice and demand immediate return of the Goods delivered, but not yet paid for.

## **7. FORCE MAJEURE**

7.1 Promovec is relieved of its obligation to deliver the Goods or perform the Agreement if and to the extent that Promovec is prevented from performing its obligations due to events which are beyond Promovec's control and which were unforeseeable at the time of conclusion of the Agreement ("Force Majeure").

7.2 Force Majeure includes but is not limited to war, terror, vandalism, natural disasters and unusual weather conditions, fire, lack of materials and/or delivery failure with material subcontractors, strike and lockout.

7.3 Promovec is obliged to inform a contracting party without delay in the event of Force Majeure.

7.4 In case of Force Majeure, either party bears its own costs resulting from the Force Majeure event.

7.5 If the Force Majeure event continues uninterrupted for 60 days or more, either party is entitled to terminate the Agreement by written notice to the other party.

## **8. GOVERNING LAW AND VENUE**

8.1 All legal issues arising between Promovec and the distributor or the dealer are governed by Danish law.

8.2 Any dispute arising out of or in connection with this Agreement shall be settled with binding and final effect by the Court in Aarhus.