

Sales Conditions for JEFA MARINE A/S, Company registration no. 7656 8618

Denmark, November 2024

1. Definitions:

1.1. Unless the context otherwise requires:

- A) "JEFA Marine" means JEFA Marine A/S (VAT.No. DK 76 56 86 18).
- B) "Purchaser" means the person, firm, company or organisation who places an Order with JEFA Marine.
- C) "Goods" means all items to be supplied by JEFA Marine to the Purchaser subject to an Order.
- D) "Services" means all services to be supplied by JEFA Marine to the Purchaser subject to an Order.
- E) "Order" means an order for Goods or Services from JEFA Marine.
- F) "Prescribed Terms" means mandatory or non-derogable rights, remedies, terms, conditions and warranties under the applicable law for the supply of goods services.
- G) "Consumer" means a Purchaser who places an Order outside his or her business and shall be interpreted in accordance with Danish law.

2. Entire Agreement

2.1. This Agreement:

- A) governs the terms and conditions on which all Goods or Services are supplied by JEFA Marine to the Purchaser; and
- B) supersedes and excludes all previous oral or written communications and representations made by JEFA Marine relating to the supply of the Goods or Services.

3. Prices

- 3.1. All prices are quoted in and will be invoiced in Euro or in Danish Kroner unless specifically agreed otherwise.
- 3.2. All offers from JEFA Marine are valid for two months.
- 3.3. In the event of reselling the Goods, the Reseller is not bound by any price regulations.

4. Orders

- 4.1. In the event of a sale on credit, a Purchase Order shall be sent to JEFA Marine by e-mail. JEFA Marine shall, in their sole discretion, issue an Order Confirmation to the Purchaser and dispatch the Goods along with an invoice.

4.2. In the event of a sale without credit, a Purchaser Order shall be sent to JEFA Marine by e-mail. JEFA Marine shall, in their sole discretion, issue an Order Confirmation and a proforma invoice for pre-payment to the Purchaser along with a payment link by e-mail. When payment has been made to JEFA Marine, the Goods will be dispatched along with an invoice to the Purchaser.

4.3. JEFA Marine may accept an Order in whole or in part by notification to the Purchaser or by the supply of Goods or Services (in whole or in part) which are the subject of an Order. No Agreement has been entered into before JEFA Marine has sent an Order Confirmation.

4.4. An Order from the Purchaser which has been accepted in whole or in part by JEFA Marine is binding. In the event that JEFA Marine should accept a cancellation of the Order, JEFA Marine may charge a cancellation fee and/or damages.

4.5. The Purchaser acknowledges that JEFA Marine may, in its sole discretion, delay acceptance or delivery (or both) or adjust or cancel an Order made by the Purchaser, or part thereof. JEFA Marine shall not be liable to the Purchaser for any such delay, adjustment or cancellation.

4.6. The Purchaser shall receive an Order Confirmation including these Sales Conditions.

5. Delivery

5.1. Estimated delivery date should be ascertained at the time of placing an Order and may vary depending on available stocks. JEFA Marine shall be under no liability should delivery or supply not be made by the estimated delivery date.

5.2. Unless otherwise agreed to by JEFA Marine, delivery of the Goods shall be deemed to be effected when the Goods are assembled and ready for dispatch at JEFA Marine's premises.

5.3. The Purchaser may request JEFA Marine to arrange for transport of Goods ordered. The Purchaser is liable to pay for the freight and all other costs in relation to any transport of Goods.

5.4. If the customer is responsible for the transport, it is the customer's responsibility to send the correct documents to the courier with whom they have booked the shipment. It is also the customer's responsibility to have the goods declared to customs in the individual countries if this is a requirement

5.5. Risk in the Goods passes to the Purchaser on delivery.

5.6. Notwithstanding clause 5.5, title in the Goods will remain with JEFA Marine until the full purchase price and all other amounts owing to JEFA Marine by the Purchaser in respect of those Goods ("JEFA Marine Debt") are paid.

5.7. If the Purchaser fails to pay the JEFA Marine Debt by the due date for payment and title in the Goods remains with JEFA Marine, JEFA Marine or its agents may recover possession wherever the Goods may be and the Purchaser must assist and indemnify JEFA Marine in relation to such recovery. JEFA Marine will register our security interest against each customer to whom the goods may have been sold on.

6. Shipping and Costs

6.1. The Purchaser is responsible for all shipping, freight, customs clearance, and other related charges unless otherwise agreed in writing.

6.2. The Seller can arrange shipping at the Purchaser's request and at the Purchaser's expense.

7. Quality Inspection and Shortages

7.1. The Purchaser must inspect the Goods upon receipt and notify JEFA Marine of any defects or shortages within 48 hours.

7.2. If no claim is made within this period, subject to the Prescribed Terms, the Goods are considered to be accepted by the Purchaser as delivered.

8. Return of Goods

8.1. Goods may not be returned without prior written approval from JEFA Marine.

8.2. If JEFA Marine accepts a return, a restocking fee of 15% (minimum EUR 50 excl. VAT) will apply, and the Purchaser must cover all return shipping costs.

8.3. Custom-made or modified Goods cannot be returned. This also applies to Consumer purchases.

8.4. In the event that the Purchaser is a Consumer, the Consumer shall have the right to withdraw from the Purchase. The Consumer must notify JEFA Marine of the withdrawal within 14 days from receiving the Goods.

The Consumer shall return the Goods to JEFA Marine within 14 days following the time of notice. The Consumer shall bear the cost of returning the Goods and any restocking fee, cf. section 8.2.

JEFA Marine shall refund the Consumer the purchase price within 14 days of receiving the notice but may withhold the refund until the Goods are returned.

9. Purchaser's Acknowledgments

9.1. The Purchaser acknowledges that:

A) the Purchaser does not rely upon JEFA Marine's skill or judgment in relation to the purposes for which the Goods are acquired;

B) Goods may not produce satisfactory results if:

- I. they are not used strictly in accordance with JEFA Marine's instructions (if any); or
- II. they have deteriorated due to incorrect or prolonged storage by the Purchaser before use; and



- III. JEFA Marine accepts no liability or responsibility for any such incorrect use or incorrect or prolonged storage of the Goods.

10. Payment

10.1. Unless credit facilities are established with JEFA Marine and maintained prior to placement of an Order payment is due prior to delivery.

10.2. JEFA Marine may suspend any further deliveries to the Purchaser if the Purchaser's account is outstanding after the due date for payment or a predetermined credit limit has been reached.

10.3. If the Purchaser is or becomes insolvent, all outstanding amounts become immediately payable.

10.4. JEFA Marine may, at its sole discretion, withdraw credit facilities at any time.

11. Warranty and Limitations

11.1. JEFA Marine provides a two-year right to complain, from delivery, on all Goods covering manufacturing and material defects, provided the Goods are used in normal conditions. The right to complain does not cover defects arising from improper installation, misuse, lack of maintenance, normal wear and tear, or unauthorized modifications.

11.2. JEFA Marine's liability is limited to the repair or replacement of defective parts owing to manufacturing or material defects.

11.3. JEFA Marine shall not be liable for any indirect or consequential losses, including but not limited to loss of profits, loss of business, or damage to property, people or equipment.

11.4. The Purchaser alone shall bear the responsibility and risk involved as to whether the products are suitable for the application intended. JEFA Marine assume no liability in this connection.

11.5. JEFA Marine does not assume any liability for service carried out by anyone other than authorized representatives of JEFA Marine, unless such service is carried out pursuant to guidelines laid down by JEFA Marine and in accordance with good craftsmanship.

11.6. The Purchaser shall inform JEFA Marine in writing of any defects with no undue delay once defects have or could have been registered. Consumers shall inform JEFA Marine within reasonable time.

Goods shall be returned to JEFA Marine for repair unless any other agreement has been reached in writing.

11.7. JEFA Marine shall not cover costs incurred by the Purchaser in connection with the transport or wages involved in a warranty case. Such costs shall be met by the Purchaser in full.

11.7 Subject to any Prescribed Terms, JEFA Marine disclaims all liability for product liability and product damage to the fullest extent possible, including with regard to personal injury and property damage.

12. Exceptions

12.1. The warranty is only valid for one year in respect of components bought for the products concerned, such as electric motors, electric equipment, hydraulic pumps, motors and valves

12.3. The company's products are subject to continuous development, and consequently JEFA Marine reserve the right to change designs and specifications without prior notice.

13. Taxes

13.1. Any taxes or Government charges imposed upon JEFA Marine relating to the supply of the Goods shall be an additional charge to the Purchaser.

14. Applicable Law and Dispute Venue

14.1. All contracts with JEFA Marine shall be construed and interpreted in accordance with the laws of Denmark excluding any IP rules leading to the use of CISG or the laws of another country.

14.2 In the event of a dispute arising out of or in connection with the delivery of goods or services between JEFA MARINE A/S and the Purchaser, the dispute shall be settled by the Danish Courts.

14.3 The venue shall be the Municipal Court of Roskilde. The Parties shall agree to ask for deferral to the Danish Maritime and Commercial High Court (Sø- og Handelsretten).