

GENERAL TERMS AND CONDITIONS

Easycrush ApS

(Applicable to B2B and B2C)

1. Definitions

1.1 Company

Easycrush ApS, a private limited liability company incorporated under Danish law.

1.2 Business Customer (B2B)

Any legal entity or natural person acting in a commercial or professional capacity.

1.3 Consumer (B2C)

A natural person acting primarily outside their trade, business, or profession, as defined under Danish consumer law.

1.4 Client

Collectively refers to Business Customers and Consumers, unless otherwise specified.

1.5 Agreement

Any agreement, order, or contract concluded between the Company and the Client, including these General Terms and Conditions.

1.6 Goods

All products, equipment, materials, or components sold by the Company.

1.7 Services

All services, consultancy, or work performed by the Company.

2. Applicability

2.1 These General Terms and Conditions apply to all offers, quotations, sales, deliveries, and services provided by the Company.

2.2 Any deviations are valid only if agreed in writing.

2.3 For **Consumers**, mandatory consumer protection legislation shall always prevail over these Terms.

2.4 Any general terms and conditions of a **Business Customer** are expressly rejected unless accepted in writing by the Company.

3. Offers and Formation of Agreement

3.1 All offers are non-binding unless expressly stated otherwise.

3.2 An Agreement is concluded when:

- the Company confirms the order in writing, or
- the Company commences performance.

3.3 Product descriptions, specifications, and images are indicative and may vary slightly without constituting a defect.

4. Prices

4.1 B2B:

Prices are stated **ex works (EXW)**, Incoterms® 2020, exclusive of VAT, transport, packaging, and insurance unless otherwise agreed.

4.2 B2C:

Prices are stated **inclusive of VAT** and all mandatory charges. Delivery costs are stated separately prior to order confirmation.

4.3 The Company reserves the right to adjust prices due to increased costs beyond its control prior to delivery.

5. Intellectual Property Rights

5.1 All intellectual property rights relating to Goods, Services, documentation, drawings, software, and know-how remain the exclusive property of the Company.

5.2 The Client may not copy, disclose, or use such materials beyond the scope of the Agreement without written consent.

6. Advice and Information

6.1 Any advice provided by the Company is general in nature unless otherwise agreed.

6.2 The Client is responsible for ensuring that Goods and Services are suitable for the intended purpose.

6.3 **B2B:** The Business Customer indemnifies the Company against third-party claims arising from Client-provided materials or specifications.

7. Delivery and Performance

7.1 Delivery times are indicative unless expressly agreed as binding.

7.2 Delivery periods commence only after:

- receipt of all required information, and
- receipt of any agreed advance payment.

7.3 Delays caused by circumstances beyond the Company's control entitle the Company to extend delivery times.

8. Transfer of Risk

8.1 **B2B:**

Risk passes to the Business Customer upon delivery **ex works (EXW)**.

8.2 **B2C:**

Risk passes to the Consumer when the Goods are physically received by the Consumer.

9. Force Majeure

9.1 The Company is not liable for delays or non-performance caused by force majeure.

9.2 Force majeure includes supplier failures, strikes, pandemics, natural disasters, power outages, transport disruptions, and government restrictions.

9.3 If force majeure continues for more than six (6) months, either party may terminate the Agreement without liability.

10. Warranty and Defects

10.1 Business Customers (B2B)

- a. Warranty period: **24 months** from delivery unless otherwise agreed.
- b. Remedy limited to repair, replacement, or credit at the Company's discretion.
- c. No warranty for normal wear, misuse, lack of maintenance, or third-party modifications.

10.2 Consumers (B2C)

- a. Consumers have a **24-month right to complain** in accordance with the Danish Sale of Goods Act (Købeloven).
 - b. Defects reported within 12 months are presumed to have existed at delivery unless proven otherwise.
 - c. Remedies include repair, replacement, price reduction, or termination as provided by law.
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11. Complaints

11.1 **B2B:**

Complaints must be submitted in writing within **14 days** after discovery.

11.2 **B2C:**

Complaints must be submitted within a reasonable time after discovery.

11.3 Failure to comply may result in forfeiture of rights, subject to mandatory consumer law.

12. Liability

12.1 **B2B:**

The Company's liability is limited to the invoice value of the relevant delivery.

12.2 The Company shall not be liable for indirect or consequential losses, including loss of profit or business interruption.

12.3 **B2C:**

Liability for Consumers is governed exclusively by mandatory Danish law.

13. Payment

13.1 B2B:

Payment terms are 30 days net unless otherwise agreed.

13.2 B2C:

Payment is due at the time of order unless otherwise stated.

13.3 Late payment interest is charged in accordance with the Danish Interest Act (Renteloven).

14. Retention of Title

14.1 The Company retains ownership of Goods until full payment has been received.

14.2 **B2B:** Goods may not be pledged or resold outside ordinary business.

14.3 **B2C:** Retention of title applies only to the extent permitted by law.

15. Failure to Take Delivery

15.1 If the Client fails to take delivery, the Company may store the Goods at the Client's expense.

15.2 **Consumers** will be given reasonable notice before storage or cancellation.

16. Right of Withdrawal (Consumers Only)

16.1 Consumers have a **14-day right of withdrawal** for distance sales in accordance with the Danish Consumer Contracts Act.

16.2 The withdrawal period begins on the day the Consumer receives the Goods.

16.3 Certain Goods are excluded, including:

- custom-made or personalized products
- sealed goods unsealed after delivery

16.4 The Consumer bears the direct cost of returning Goods unless otherwise agreed.

17. Termination

17.1 B2B:

If the Client terminates without the Company being in default, the Company is entitled to compensation for costs and lost profit.

17.2 B2C:

Termination rights follow mandatory consumer legislation.

18. Data Protection

18.1 The Company processes personal data in accordance with GDPR and applicable Danish data protection laws.

18.2 Further details are available in the Company's Privacy Policy.

19. Governing Law and Jurisdiction

19.1 All Agreements are governed by **Danish law**.

19.2 The CISG does not apply.

19.3 **B2B:** Disputes shall be settled by Danish courts at the Company's registered place of business.

19.4 **B2C:** Consumers may bring disputes before their local court or competent consumer authority.

20. Final Provisions

20.1 These Terms constitute the entire agreement unless otherwise agreed in writing.

20.2 The latest version published by the Company applies.