

# Terms of Trade - Hampus Aps - v.7.7.2 EN

## 1. Applicability

1.1. These terms apply to all offers and all agreements that Hampus ApS (hereinafter: "HAMPUS") enters into, and to all agreements that may result therefrom.

1.2. General conditions of the Buyer shall not apply and are expressly rejected. If and in so far as the Buyer's conditions nevertheless apply to agreements with HAMPUS, the conditions of HAMPUS shall prevail.

1.3. In the event of contradictions in contractual provisions, the following order of priority shall apply:

- Confirmation of assignment
- General terms of delivery
- Contract documents
- Drawings and models

1.4. These terms of sale and delivery form part of HAMPUS' offer and are deemed to be accepted by the buyer/Buyer (hereinafter referred to as "Buyer") accepting HAMPUS' offer or entering into a contractual agreement.

## 2. Prices

2.1. All prices are excl. VAT and are subject to increases in material prices, labor wages and any regulatory changes unless otherwise explicitly stated.

2.2. When specifying fixed prices, these are only valid within the payment dates, which has been listed in regards to acceptance and delivery time. Reservations for writing errors are taken.

## 3. Offers

3.1. All offers shall be without obligation.

3.2. All offers are subject to intermediate sales and are valid 2 months from the date of the offer.

3.3. If a Buyer makes information, drawings and so on available to HAMPUS, then HAMPUS can assume that they are accurate and shall base its offer on them.

3.4. Visualizations and drawings from HAMPUS are a guideline, and not necessarily a 1:1 representation of the final result.

3.5. The Buyer shall guarantee the suitability of building materials made available by him or on his behalf to HAMPUS in the framework of the work. If a defect becomes apparent in the work carried out and the Buyer has prescribed certain building materials, the defect shall be presumed to arise from the defect, absent evidence to the contrary to be provided by the Buyer. Building materials shall be understood to include: The materials, objects, parts, installations or parts thereof to be installed as part of the work, and the surface/foundation on which the work will be carried out. HAMPUS shall at all times have the right to refuse building materials prescribed by the Buyer if HAMPUS is of the opinion that these building materials are not suitable for carrying out the work.

3.6. The prices indicated in the offer are, unless otherwise stated, based on delivery ex works from the HAMPUS production facility in conformance with Incoterms 2000. The prices are in EUROS and are exclusive of turnover tax and packaging.

3.7. If the offer is not accepted, HAMPUS shall be entitled to pass on the costs that it has had to incur to prepare this offer to the Buyer.



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3.8. The offer is a confidential document between the seller and the Buyer and must not be copied, disclosed or otherwise presented to third parties other than to municipality building permit employees.

3.9. Building permit application processing is not a part of the prices offered and will be invoiced separately.

#### **4. Order**

4.1. The purchase is final when a contract/purchase order has been signed by both parties.

4.2. Minor purchases can be confirmed by HAMPUS with a order confirmation. In this case the order is confirmed if there are no objections in a written notice that has been submitted within 7 days of receipt of the order confirmation. Hereafter, the order cannot be cancelled, changed, or postponed by the purchaser without the written consent of HAMPUS, and then only with payment of any costs incurred.

#### **5. Intellectual property rights and other property rights**

5.1. Copyright and industrial property rights; Unless agreed otherwise, HAMPUS shall be entitled to all intellectual property rights arising from the assignment – including the patent right, the design right and the copyright. If any such rights can be acquired only by registration, HAMPUS shall have the sole and exclusive power to do so and, by accepting these conditions, the Buyer irrevocably grants HAMPUS power of attorney to have the registration carried out on the Buyer's behalf.

5.2. Investigation into the existence of rights; Unless agreed upon otherwise, the work contracted shall not include carrying out an investigation into the existence of patent rights, trademark rights, design rights, copyrights and portrait rights of third parties. The same applies for any investigation into the possibility of such forms of protection for the Buyer.

5.3. Name indication; Unless the work is not suitable for that purpose, HAMPUS shall be entitled at all times to imprint its name on or in the work, or to remove it from the work (or to have its name imprinted on or in or removed from the work), and the Buyer may not publish or reproduce the work without identifying HAMPUS by name without prior authorisation.

5.4. Ownership by HAMPUS; Unless agreed otherwise, working drawings, illustrations, prototypes, models, moulds, designs, concept sketches, films and other materials or (electronic) files created by HAMPUS in the context of the assignment shall remain the property of HAMPUS, regardless of whether they are made available to the Buyer or to third parties.

5.5. Artist Impressions; No rights may be derived from an Artist Impression created by HAMPUS unless explicitly referred to in our agreement.

#### **6. Design of the equipment/structures**

6.1. The final design of the playground equipment will depend on the natural shaped wood materials available at the time of production. As a result, the final delivery may differ somewhat from the presentations included in the offers and sales materials, reflecting the creative process involved during the project.

6.2. Upon signing the contract, the detailing of the design of the project will be handed over to HAMPUS's design staff. They will meticulously refine all structures in good faith to ensure the best possible solution while maintaining structural integrity, adhering to safety standards, enhancing play value, and preserving aesthetics.

6.3. Unless otherwise agreed, HAMPUS will select the color palette for the delivery. This color palette is part of the creative process and will be developed within the framework specified in the order documents and the above mentioned process. If the Buyer desires a specific color scheme, it must be clearly stated in the contractual agreements.



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## 7. Payment terms

7.1. Payments are due within 15 days, unless otherwise agreed. If the payment deadline is exceeded, a reminder fee and the applicable process interest per commenced month will be added.

7.2. Unless elsewhere agreed the payment plan must be as follows:

- 30% Of the contract value is due immediately upon the signing of the contract by both parties or upon issuance of a purchase confirmation.
- 50% A total of 50% of the contract value will be divided into a number of progress due payments during the design and production phases. The number of progress payments will be modified by Hampus to match a monthly payment.
- 15%: Upon completion of the installation, a payment of 15% of the total contract value is due.
- 5%: Will be due following the Buyer's formal approval of the completed work.

7.3. After HAMPUS has sent an Action Plan to address the points in the Errors and Omissions list, a maximum of 5% of the project sum may be withheld. The retained amount must be paid immediately after all points have been rectified.

7.4. The final 20% of the contract value must be paid via reimburs or similarly accepted payment method and the reimburs deposit (or similar) must be secured before installation begins.

The release criteria of the second last payment from reimburs or similar methods will be the statement of completion issued by HAMPUS.

The criteria for the release of the last payments from reimburs or similar methods will follow the criteria outlined in article 20.6 of this document.

7.5. Payments for any additional orders will be settled on an ongoing basis, with an 8-day payment deadline; no payments for additional orders may be withheld.

7.6. In the event of late payment, HAMPUS reserves the right to suspend work immediately until due payments has been made. Interest shall accrue on all sums due and outstanding at 1 1/2% per month or at the highest rate permitted by applicable law, whichever is less. Such remedy shall be in addition to, and without prejudice to, any further damages and any other remedies for nonpayment which HAMPUS may have at law or in equity

## 8. Price revision

8.1. Unless otherwise stated, prices are subject to adjustment based on changes in the general price index. In the event of a significant increase in the costs of materials, labor, or other related expenses, the Seller reserves the right to modify the contract prices accordingly. These adjustments will be calculated based on the percentage change in the relevant general price index over the preceding twelve months and will be communicated to the Buyer in writing. The adjusted prices will take effect upon notification from HAMPUS, and any increase in the price determinants, such as – but not limited to – quantities, increases in the prices of raw materials and salaries, and interest/inflation, shall be passed on to the Buyer.

8.2. Payment of the price increases as referred to in Article 7.1 shall be made at the same time as the payment of the final invoice.

## 9. Transfer of risk

9.1. In the case of delivery ex works from the HAMPUS production facility, in accordance with Incoterms 2000. The risk associated with the goods shall pass to the Buyer the moment HAMPUS makes them available for pickup at the HAMPUS production facility.



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9.2. The provisions of Article 9.1 notwithstanding, the buyer and HAMPUS may agree that HAMPUS shall arrange transport.

9.3. Even if HAMPUS installs the goods sold, the risk in relation to the goods shall pass at the moment when HAMPUS makes them available at HAMPUS's business premises or at another agreed location.

9.4. Risk Transfer: The risk related to the goods shall transfer to the Buyer at the moment HAMPUS makes the goods available for pickup at the HAMPUS production facility, in accordance with Incoterms 2000.

9.5. If HAMPUS arranges transportation, the risk will still pass to the Buyer upon delivery to the agreed destination, even if HAMPUS is responsible for the transport. In this case, Free Carrier (FCA) terms will apply.

9.6. Installation and Assembly: When HAMPUS installs and/or assembles the goods, the risk for the transport of the goods will be as incoterms Free Carrier.

9.7. The Buyer must secure appropriate insurance coverage for the goods once the risk has transferred. The insurance should cover all potential risks, including damage or loss during transport and handling.

9.8. Notification of Damage: The Buyer must inspect the goods upon delivery and must notify HAMPUS in writing of any visible damage or discrepancies within 5 days of receipt. Failure to notify within this timeframe may limit HAMPUS's liability for such issues.

9.9. Liability Exceptions: HAMPUS shall not be liable for any damages arising after the transfer of risk, including losses incurred during transportation, storage, or handling by the Buyer or third parties.

9.10. For the avoidance of doubt, notwithstanding any delivery, transport or installation arrangements, HAMPUS shall have no obligation to provide or grant security, collateral or guarantees in respect of the goods or its obligations under this Agreement.

## 10. Delivery

10.1. Where delivery periods have been indicated in the Sales Proposal, such periods are estimates only. Although HAMPUS will use its commercially reasonable efforts to deliver the Products promptly, HAMPUS shall not be liable for any delay (howsoever caused) or for any incidental or consequential damages arising therefrom. Buyer also shall not be entitled to rescind the agreement for such delay unless expressly provided in the Sales Proposal.

10.2. Delivery shall be made to areas readily accessible by truck. The Buyer shall ensure that unloading by the carrier is not delayed. In the event the unloading of the Product is delayed, HAMPUS reserves the right to make a fair charge therefore. HAMPUS reserves the right to charge extra for any special delivery requirements.

10.3. Buyer must receive the shipment and perform the offloading by forklift (or other suitable equipment), final moving, location, and storage of the Products after delivery. The goods must be stored safely and HAMPUS will not be liable to any damage occurred in storage.

10.4. The Buyer shall indemnify HAMPUS against all damage to or delay of the carrier's or HAMPUS's vehicles or damage to property belonging to the Buyer or to any third party attributable to accessing the Buyer's premises or site for the installation.

10.5. Delivery of the Products by HAMPUS shall be scheduled with Buyer, and HAMPUS and Buyer will make the necessary arrangements for delivery in accordance with such schedule. If delivery is canceled or delayed for reasons outside of HAMPUS's control, including the Buyer not being available or prepared to accept delivery when scheduled, HAMPUS may take away the Products and redeliver them at a later date, charging the Buyer for any additional expense thereby incurred (including temporary storage, demurrage, and remobilization).



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## 11. Delivery time

11.1. The delivery time shall be estimated by HAMPUS and is not rigid unless this is explicitly agreed upon.

11.2. When determining the delivery time, HAMPUS assumes that it can carry out the assignment under the circumstances known to it as of that moment.

11.3. The delivery time shall take effect when agreement has been reached on all of the technical details; all necessary information, final drawings and so on are in the possession of HAMPUS; the agreed upon (1st term) payment is received; and the necessary conditions for the implementation of the assignment have been fulfilled.

11.4. In case of conditions other than those that were known to HAMPUS when it determined the delivery time, HAMPUS can extend the delivery time to include the time required to carry out the assignment under these conditions. If the work cannot be fit into HAMPUS's schedule, the work will be completed as soon as scheduling permits.

In case of additional work, the delivery time can be extended to include the time that is required to deliver the materials and parts required to do so (or to have them delivered) and to carry out the additional work. If the additional work cannot be fit in HAMPUS's schedule, the work shall be completed as soon as the schedule permits and the delivery time shall be extended correspondingly.

In case of the suspension of obligations by HAMPUS, the delivery time shall be extended to include the duration of the suspension. If the continuation of the work cannot be fit in HAMPUS's schedule, the work shall be completed as soon as the schedule permits and the delivery time shall be extended correspondingly.

If work is impossible owing to weather conditions, the delivery period shall be extended for the term of the delay that has occurred as a result.

If the Buyer fails to provide necessary drawings, materials, or otherwise does not fulfill its obligations to allow HAMPUS to deliver according to the schedule, the delivery time will be extended correspondingly to account for the time required for HAMPUS to adjust to these deficiencies.

11.5. If an explicitly agreed delivery time is exceeded, this shall not under any circumstances confer entitlement to compensation, unless this has been agreed in writing.

11.6. HAMPUS shall be entitled to suspend performance of its obligations if it is temporarily prevented from performing them by circumstances that could not be foreseen at the time of the conclusion of the agreement and which are beyond its control. Circumstances which HAMPUS could not have anticipated and which fall outside its sphere of influence shall be understood to include, among others, the circumstance that HAMPUS's suppliers and/or subcontractors fail to meet their obligations or fail to meet them in due time including but not limited to, natural disasters, weather conditions, labor conflict, operational malfunctions, transportation difficulties, or any third party reason out of HAMPUS control, can occur without HAMPUS being held accountable or liable.

11.7. HAMPUS shall not be entitled to suspend performance if performance is permanently impossible or if a temporary impossibility has lasted for longer than six months. The agreement can then be dissolved in respect of that part of the obligations that remain unfulfilled. In that case, the parties shall not be entitled to any compensation of damages suffered or to be suffered, unless otherwise agreed. HAMPUS shall then still be entitled to the payment of the services provided, work carried out and costs that are incurred up to and including the date of dissolution at the stipulated prices.

## 12. Scope of the work

12.1. The Buyer must ensure that all irrevocable permits, exemptions and other decisions that are necessary to carry out the work are obtained in good time.

12.2. The price for the work does not include the following unless elsewhere stated:



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- the costs of earthwork, pile driving, demolition, foundation work, cementing or other construction work, unless expressly agreed otherwise in writing;
- the costs of connecting gas, water, electricity or other infrastructural facilities;
- the costs of preventing or limiting damages to any objects situated on or near the work site;
- the costs of disposing of materials, building materials or waste products;
- accommodation and travelling expenses of HAMPUS's employees.

12.3. If the Buyer is in default in respect of the provisions in Article 12.2, that shall grant HAMPUS the right to suspend performance. If after the default of the Buyer HAMPUS (without obligation) takes on responsibility for the provisions in Article 12.2 with a view towards diligence in performing the work, HAMPUS shall have the right to pass on the additional costs to the Buyer as additional work.

### 13. Changes in the work

13.1. Changes to the work result in additional or reduced work where:

- there is a change to the design or plan;
- the information supplied by the Buyer does not correspond with the reality;
- approximations deviate by more than 5%.

13.2. Additional work shall be calculated based on the value of the price determinants applicable at the time when the additional work was carried out.

### 14. Performance of the work

14.1. The Buyer must ensure that all relevant drawings, material samples and other items that are necessary to carry out the work are obtained and produced to HAMPUS in good time.

14.2. The Buyer shall ensure that HAMPUS can carry out its activities without interruption and at the agreed time and that, in the execution of the work, HAMPUS has access to the requisite facilities for the account and risk of the Buyer, such as: gas, water and electricity; heating; a lockable, dry storage space; and facilities prescribed pursuant to the current health and safety legislation and regulations.

14.3. The Buyer is liable for all damages resulting from theft, burning or harm from tools, materials and other items belonging to HAMPUS that are located on the site where the activities are carried out.

14.4. If the Buyer fails to discharge his obligations as referred to in the previous paragraphs and the work is delayed as a result, the work shall be carried out as soon as HAMPUS's schedule permits this. Additionally, the Buyer shall be responsible for all damages resulting from this for HAMPUS.

14.5. The Buyer and HAMPUS have the obligation towards each other to cooperate periodically on a report on the progress of the work.

14.6. The Buyer is obliged to take out construction all risk (umbrella) insurance (CAR), in part for the work to be carried out by HAMPUS at the workplace, unless in the order confirmation HAMPUS has undertaken to take out CAR insurance.

### 15. Constructions

15.1. HAMPUS provides unique solutions, so each delivery differs from the last. It is therefore not economically feasible to make calculations on everything. All delivered structures comply with the requirements for structural integrity as described in EN1176 and are generally oversized. HAMPUS performs selected calculations on crucial construction parts as a control measure. All other calculations or documentation of design requirements are, unless otherwise



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stated, not part of the offered price.

## 16. Installation

In connection with any installation of the order carried out by HAMPUS, the Customer shall promptly notify HAMPUS of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages as a consequence of the work to be carried out at the site or premises where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services or if HAMPUS or its independent contractors encounter any Unforeseen Conditions, HAMPUS shall not be held liable under any circumstance for any potential or actual damages caused to such installations.

In the event HAMPUS or the independent contractor does encounter unforeseen conditions that increase the cost of installation or the provision of the Services, the parties agree to enter into a change order to amend the scope of work and/or the price to be charged therefore prior to the performance of any additional work. "Unforeseen Conditions" means any obstruction which hinders the installation of the Products or the performance of the Services associated therewith which is not visible to the human eye without physical exploration of the site and/or the subsurface conditions (including rock ledges and other underground obstructions).

16.1 In case it is in the scope of the HAMPUS delivery to execute groundworks:

- The installation price is contingent to non-excavation friendly soil or ground. This applies in cases of large stones, tree roots, hidden foundations, construction waste, wires, pipes, and similar obstacles. Additional fees will apply for the removal of asphalt or concrete, as well as for the disposal of all excavated materials. Excavated soil will be deposited on-site as per the land register. If soil disposal is required elsewhere, costs will be invoiced separately.
- Pricing for moving soil applies only to clean soil. The Buyer must provide drawings of all relevant underground cables and pipes at least one week before the project commencement.

16.2. Free access to water and electricity (230/400 volts, 16 amps) must be available within a maximum distance of 50 meters from the installation site. Unless otherwise agreed, prices assume access for a crane truck to deliver directly to the installation area. Unless otherwise agreed, the installation area must be cleared for any existing installations before HAMPUS' installers arrive at the area.

16.3. For mounting in newly established areas where the playground safety impact materials have been laid / established before fitting the play equipment, extra costs for moving and re-establishing these impact materials are invoiced.

16.4. Any use of crane, as well as laying out road plates where required, will be invoiced separately unless this is specified in quotation and order confirmation.

16.5. The necessity and extent of the fencing of the building site is assessed and established by the Buyer at the Buyer's expense.

16.6. The Buyer assumes full responsibility for any damage to products during assembly. Waiting time incurred by HAMPUS due to delays caused by the Buyer will be invoiced separately. HAMPUS is not liable for any vandalism or theft occurring at the assembly site before the complete delivery has been handed over to the Buyer.

16.7. Waitingtime on the installation site applied to HAMPUS by the Buyer is invoiced separately, but only if it is not possible to reschedule.

16.8. Any winter measures related to installing HAMPUS products, including safety materials and weather-resistant measures, are not included in the price and will be billed separately.



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## 17. Ground works

17.1. Any ground build up carried out by the buyer or a third person designated by the buyer must meet the DS/R 1136 standard requirements unless otherwise described. HAMPUS is not liable to any damages caused by settlements resulting from inadequate ground and/or foundation construction.

17.2. The ground build up for safety surfaces must be firm and leveled with a maximum deviation of +/- 1cm measured on a 4 meter straight rail. Water must be able to penetrate the area either through surface fall or seepage.

## 18. Fall areas and safety impact materials in general

18.1. It is the Buyer's responsibility to ensure that the fall base is approved and corresponding to the fall height required for the play equipment.

18.2. In case HAMPUS supplies and installs the impact material: To ensure the required effect of the fall material, the buyer must maintain the material according to the instructions given in connection with delivery. If the ground is not maintained, HAMPUS cannot be held responsible for the impact absorption.

## 19. Fully molded rubber coatings

19.1. In connection with the installation of rubber surfaces, dry weather and dry surfaces must be used/present. Temperatures of at least 8 degrees celcius, 24 hours before, during and up to 24 hours after installation. Any delay caused by unsuitable conditions to carry out the installation will extend the delivery time without HAMPUS being held reliable.

19.2. Any colored EPDM that is installed outdoors is influenced by UV radiation. HAMPUS can not be held accountable to any discoloration of the rubber surfaces.

19.3. A solid edge must be established to end the coating.

19.4. Fencing and the extent of fence around the area in connection with the curing process is Buyer's responsibility unless otherwise agreed in writing with HAMPUS. HAMPUS will not be liable for any damages resulting from the buyer's failure to fence the area sufficiently.

## 20. Completion of the work

20.1. When HAMPUS is of the opinion that the work is completed, HAMPUS will send a Statement of Completion to the Buyer.

20.2. The Buyer must inspect the work in accordance with EN1176 and provide an inspection report to HAMPUS within 7 days following the written completion statement from HAMPUS. If no response is received from the Buyer within this period, the work will be considered to be approved. The inspection must be warned 3 days in advance, and HAMPUS reserves the right to be present at the inspection.

20.3. If the Customer objectively demonstrates the claimed faults, HAMPUS shall remedy the same at its own expense; if, instead, HAMPUS demonstrates that the Services were performed in compliance with the accepted Sales Proposal, the Customer shall be obligated to pay HAMPUS the costs and expenses of the activities carried out by HAMPUS to demonstrate the acceptability of such Services.



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20.3. If the Buyer approves the work, the work will be considered completed. Minor defects that can be resolved within 30 days and that do not prevent the use of the work cannot prevent approval of the work.

20.4. Unless deemed dangerous in the EN1176 report, a defect will be categorized as minor.

20.5. If the Buyer does not approve the work, they must notify HAMPUS in writing without delay, stating the reasons.

20.6. The work will be considered completed if one of the following conditions are met as follows:

- the Buyer approves the work;
- the work is put into use by the Buyer. If the Buyer puts a portion of the work in use, that portion shall be considered completed;
- If HAMPUS has informed the Buyer in writing that the work is completed and the Buyer has not indicated in writing within 7 days after this notification whether or not the work is approved, nor has an inspection of the work been carried out;
- a list of errors & deficiencies has not been submitted no later than 7 days after notification of completion
- the Buyer does not approve the work based on minor defects or missing parts that can be repaired or supplied within 30 days and that do not prevent the use of the work.

20.7. If the Buyer does not approve the work, he shall once again grant HAMPUS the opportunity to complete the work and provide a complete list of errors & omissions no later than 7 days after HAMPUS has stated the delivery as completed. The provisions in this article shall then apply once again.

20.8. The delivery period shall be extended by the period that the Buyer has withheld approval of the completion of the work.

20.9. Faults listed in the EN1176 inspection report will be rectified by HAMPUS and documented with photos according to HAMPUS quality control procedures and these form the basis for final approval of delivery. HAMPUS reserves the right to dispute the assessments in the inspection report, and can demand a second report being made by an independent certified inspector of HAMPUS' choice. This report will be valid for the final approval.

## 21. Errors and Omissions

21.1 If, within the first 12 months after delivery, defects in delivered goods occur, HAMPUS will without charge of the buyer rectify the defective item. The aforementioned obligations are conditional to immediate and within 5 days of receipt of the goods being advertised in writing and photos to the HAMPUS.

21.1. Notification of Errors: In the event of any errors or omissions identified in the delivered work, the Buyer must notify HAMPUS in writing within 7 days of discovering the issue. The notification should include a detailed description of the error or omission along with any relevant documentation.

21.2 Investigation and Response: Upon receiving a notification, HAMPUS will conduct a thorough investigation into the reported errors or omissions. The Buyer will receive a written response within 14 days outlining the findings and proposed resolutions.

21.3. Remedial Actions: If the investigation confirms that an error or omission falls within HAMPUS's responsibility, the company will take appropriate remedial actions, including rectifying the issue at no additional cost to the Buyer.

21.4. Dispute Process: If the Buyer disagrees with HAMPUS's findings or proposed resolution, they must submit a written request for a meeting within 7 days of receiving HAMPUS's response. The purpose of the meeting will be to discuss the dispute and seek an amicable resolution.

21.5. Mediation: If the dispute remains unresolved after the meeting, both parties agree to engage in mediation with a neutral third party before pursuing any legal action. Mediation will take place in accordance with the rules established by the chosen mediator.

21.6. Jurisdiction and Governing Law: In the event that mediation does not result in a resolution, any legal disputes



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arising from the errors or omissions shall be governed by the applicable laws as outlined in the contract, and shall be subject to the jurisdiction specified.

## 22. Complaints

22.1. Complaints about defects, errors or omissions, including quantity deviations that have been or should have been established by such a check, must be made and sent to HAMPUS immediately and absolutely within 7 days after delivery and/or installation of the goods has been completed at the Buyer's place in order to be accepted.

22.2. Any other defects must be advertised immediately after the Buyer should have discovered the defect, and at the latest within 7 days of the date on which the Buyer discovers the defect or could reasonably be expected to discover it.

22.3. If the goods are to be assembled or installed, the Buyer must ensure that the goods are inspected - before the installation is begun - for defects, since complaints cannot take place after installation has commenced.

Complaints must be in writing and enclosed with description as well as clear photos as documentation. Additional photos must be submitted on HAMPUS' request.

## 23. Liability

23.1. HAMPUS is liable for damage that the Buyer suffers and that is the immediate and exclusive consequence of a failure attributable to HAMPUS. However, only loss or damage for which HAMPUS is insured or for which they should reasonably have been insured will be eligible for compensation.

23.2. The following shall not qualify for compensation:

- trading loss or any other consequential loss, including for example stagnation losses and lost profit;
- damage caused by intent or gross negligence of auxiliary persons;
- damages in so far as they exceed the invoice value of the work.

23.3. The Buyer shall indemnify HAMPUS against all third-party claims due to product liability ensuing from a defect in a product or system that has been delivered by the Buyer to a third party.

## 24. Disputes

Should a dispute arise regarding the contractual nature of the goods etc., it is HAMPUS' right to choose whether the dispute should be settled by arbitration or by the ordinary courts. If the dispute is to be settled by arbitration, the arbitral tribunal shall be established in accordance with the rules of the General Conditions for Works and Deliveries 1992 §47. Views and estimates are measured in accordance with the rules of the General Conditions for Works and Deliveries 1992 §45. All disputes will be settled in the Court in Hillerød, Denmark.

## 25. Retention of title and right of lien

25.1. After delivery, HAMPUS shall remain owner of delivered goods as long as the Buyer:

- fails or shall fail to meet its obligations under this agreement or other similar agreements;
- does not pay or shall not pay for work carried out or to be carried out under such agreements;
- has not fulfilled claims arising from the breach of those agreements, such as damage, penalties, interest and costs.

25.2. As long as there is a retention of title on the goods supplied, the Buyer may not encumber them.

25.3. After HAMPUS has invoked its retention of title, it can take back delivered goods. The Buyer shall grant HAMPUS



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access to the location where these goods are located.

25.4. If HAMPUS is unable to invoke its retention of title because the delivered goods have been mixed with other goods, deformed or acquired by accession, the Buyer shall be obliged to grant HAMPUS a lien on the newly created goods or to offer another suitable form of security.

## 26. Termination

If the Buyer wishes to terminate the agreement without HAMPUS having failed in the performance thereof and HAMPUS agrees, the agreement shall be terminated by mutual consent. HAMPUS shall in that case be entitled to compensation of all pecuniary damage, such as any loss suffered, loss of profit and costs incurred.

## 27. Applicable law and choice of forum

27.1. These general conditions of HAMPUS and any agreement made between HAMPUS and its Buyer are governed by Danish law.

27.2. The Vienna Sales Convention (CISG) shall not apply, nor shall any other international regulation of which exclusion is permitted.

27.3. All disputes shall be submitted to the competent court in the district in which HAMPUS has its registered office, unless this is in conflict with mandatory law. HAMPUS may deviate from this rule of jurisdiction and apply the statutory rules governing jurisdiction.

27.4. The parties can also consent to another form of dispute resolution, such as arbitration or mediation.

27.5. In the event of disagreement on the interpretation of these general conditions, the Danish text is binding and shall prevail over any translation in another language

## 28. Warranty

28.1. This warranty is applicable to HAMPUS's products for the durations specified for each product type above and is subject to the limitations outlined herein. The warranty period begins from the date of purchase by the initial Buyer. It covers defects in materials, production errors, and failures in structural integrity due to defects in design, materials, or manufacturing. HAMPUS's liability under this warranty is limited to the repair or replacement of defective products at no cost, at HAMPUS's discretion.

28.2. HAMPUS guarantees that the Products described herein will be free from defects in materials and workmanship and will meet HAMPUS's published specifications. This warranty is valid only if the Products have been installed properly according to the instructions provided by HAMPUS and have been maintained according to the HAMPUS Maintenance Manual.

28.3. This limited warranty does not extend to components not manufactured by HAMPUS; however, HAMPUS will, to the extent it is able, pass on any warranties provided by the manufacturers of those components. Furthermore, HAMPUS guarantees that all Services will be performed in a professional and craftsmanship manner. The Buyer shall indemnify and hold HAMPUS harmless from any damages, losses, costs, expenses, claims, demands, or liabilities arising from the use of the Products by the Buyer or their invitees, and/or the application of any information disclosed by or on behalf of HAMPUS.

28.4. This limited warranty is exclusive and replaces all other warranties, whether expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, unless HAMPUS explicitly provides such a warranty in a separate agreement executed by both HAMPUS and the Buyer.



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28.5. This warranty excludes any damage resulting from accidents, improper maintenance, negligence, normal wear and tear, surface corrosion on metal components, discoloration, and other cosmetic defects, as well as failures due to misuse or vandalism. Additionally, natural changes in wood over time are considered cosmetic issues and are not covered by this warranty.

28.6. Products installed in places exposed to chlorinated water or saltwater, close to the shoreline (normally <200 meters), or in other environments with elevated risk of corrosion (including high humidity, condensation, salts, industrial or urban pollution) are not covered by the HAMPUS warranty for defects caused by corrosion. Products specially upgraded on client request to corrosion class C4 (for metals and alloys), when installed under such conditions, are only covered against structural failure due to corrosion or degradation (excluding moving parts), and never for more than 10 years.

28.7. Painted screwheads are not a part of the HAMPUS' delivery - some will be painted as part of the work processes, others not.

28.8. Wood is a natural material and windshakes and cracks may appear in the wood after assembly. Any treatment or processing of these issues will be regarded as general maintenance and the responsibility of the Buyer.

28.9. HAMPUS provides 10-year warranty on:

- rot, fungus, and fractures caused by material or manufacturing defects in Robinia and Oak.
- material and structural defects in all steel foundations.
- stainless steel parts

28.10. HAMPUS provides 5-year warranty on:

- material defects in climbing nets and climbing ropes.
- material or manufacturing defects in Douglas fir and Larch elevated above ground
- springs and ball bearing parts
- graphic prints
- concrete parts

28.11. HAMPUS provides 2-year warranty on:

- material or manufacturing defects in Douglas fir and Larch in contact with ground materials
- material and manufacturing defects in moveable parts
- ropes and nets.
- rubber parts
- plastic parts
- sunshades

28.12. The warranty does not cover:

- Wear and tear, vandalism and misuse.
- Surface corrosion on metal parts.
- Surface discoloration or similar cosmetic damage.
- Tightening of bolts, screws, nuts and the like.
- Plastic plugs and plastic buds that are peeled off or otherwise lost.

28.13. The warranty does not cover if the products have not been maintained in accordance with HAMPUS' maintenance conditions and instructions. Documentation for full maintenance is required.



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28.14. The warranty does not cover any instance where the structure has been modified without HAMPUS consent or by third party.

## 29. Warranty Claim Process Details

To file a warranty claim, please follow the steps below to ensure a smooth and efficient process:

### 29.1. Notification of Claim

Buyers must notify HAMPUS of a warranty claim in writing within 8 days of discovering the defect. This notification should include a description of the issue and the product details.

### 29.2. Required Documentation

To process your claim, the Buyer must provide the following documentation:

**Proof of Purchase:** A copy of the original invoice or receipt showing the date of purchase and product details.

**Photos of the Defect:** Clear images depicting the defect or issue, along with any relevant areas of the product.

**Description of Usage:** A brief description of how the product has been used, including any maintenance performed according to HAMPUS's Maintenance Manual.

**29.3. Submission Method:** Claims can be submitted by mail to the following address: HAMPUS Buyer Service, info@hampus.dk.

**29.4. Review Process:** Upon receiving the claim and the required documentation, HAMPUS will review the provided information within 15 business days. If additional information is needed, HAMPUS will contact the Buyer directly.

**29.5. Resolution of Claim:** If the claim is approved, HAMPUS will arrange for repair or replacement of the defective product at no cost to the Buyer. Buyers will receive written notification of the claim's outcome and the next steps.

**29.6. Buyer Responsibility:** The Buyer is responsible for any shipping costs associated with returning the defective product to HAMPUS, unless otherwise agreed upon.

## 30. Exclusive remedy

It is expressly agreed that the Customer's exclusive remedy for a breach by HAMPUS of the Limited Warranty set forth herein or for any other claim based upon a defect in the Products sold shall be, at the election of HAMPUS, either repair or replacement of the Product or the making of a fair allowance therefore, provided that the Customer shall have given written notice of such claim within the time period and in the manner set forth in Section 29 hereof.

The exclusive remedy for a breach by HAMPUS of the Limited Warranty set forth herein for Services shall be the re-performance of such Services. HAMPUS's liability with respect to any claim whatsoever arising out of the Products delivered or Services performed shall in no event exceed the price paid by the Customer hereunder for the Products or Services giving rise to the claim in question.

The foregoing remedy is agreed to be adequate and exclusive, and in no event shall the customer be entitled to any other remedy, whether for personal injury, property damage, business loss, or for any other injury or loss, or for any incidental or consequential damages, whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory.

## 30. Maintenance guide

HAMPUS' general maintenance instructions are delivered with the final invoice. If desired earlier in the process, it can be delivered on request.



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