

INDKØBSBETINGELSER

1. Købsaftalen er en del af en leasingaftale

Leverandøren er bekendt med, at denne købsaftale er indgået med henblik på, at Nykredit Leasing skal udleje genstanden til en bestemt kunde (herefter: leasingtageren). *Formålet* med de følgende vilkår er, at leasingtageren og leverandøren internt skal have mulighed for at afklare unormale forløb, og at Nykredit Leasing som financier ikke vil hæfte for leverandørens ydelse, der i realiteten sker til leasingtageren.

2. Nykredit Leasings ret til at træde tilbage fra købeaftalen

Nykredit Leasing har ret til at annullere denne købsaftale.

- Hvis leasingaftalen mellem Nykredit Leasing og leasingtageren ikke indgås, uanset årsagen hertil.
- Hvis leasingtageren efter kreditvurdering ikke kan accepteres som kunde hos Nykredit Leasing, undlader at stille aftalte sikkerheder eller at indbetale depositum.
- Hvis leasingtageren før genstandens overgivelse standser sine betalinger, går konkurs, udsættes for anden kreditorforfølgning eller kommer i tilsvarende insolvenssituation.
- Hvis leasingtageren nægter at modtage eller godkende genstanden, eller hvis det af andre årsager viser sig umuligt at placere genstanden på de aftalte vilkår – herunder den aftalte pris – hos leasingtageren.

I disse tilfælde bortfalder aftalen, uden parterne kan rette noget krav mod hinanden i denne anledning.

3. Forsinkelse fra leverandørens side/mangler ved genstanden

- Leverandørens kontakt til leasingtageren:**
Genstanden skal overgives til leasingtageren på det aftalte tidspunkt i god/ubehæftet stand. Leverandøren skal straks give Nykredit Leasing og leasingtageren meddelelse, hvis tidspunktet for overgivelsen må forrykkes. Leverandøren skal oplyse Nykredit Leasing og *leasingtageren* om ethvert kendt forhold ved genstanden, der har betydning for leasingtagerens anvendelse af genstanden, ligesom leverandøren i videst mulige omfang skal rådgive leasingtageren om genstandens egnethed til det påtænkte formål. Leverandøren er uberettiget til at forhandle særlige aftaler direkte med leasingtageren, herunder ændringer i købesummen – ekstraudstyr - ekstraarbejder, ligesom leverandøren er uberettiget til at give leasingtageren løfter eller forventning om, at leasingtageren har eller vil få særlige rettigheder i forhold til genstanden, der ikke er skriftligt aftalt med Nykredit Leasing.
- Udebleven leverance**
Nykredit Leasing kan hæve aftalen, hvis genstanden forsinkes væsentligt, Nykredit Leasing kan dog i alle tilfælde hæve aftalen og kræve erstatning, hvis genstanden ikke er overgivet til leasingtageren senest 2 måneder efter det aftalte tidspunkt.
- Nykredit Leasing rettigheder/garantier**
Nykredit Leasing har eller vil overdrage sine rettigheder i henhold til denne aftale til leasingtager, herunder eventuelle garantier og misligholdelsesbeføjelser, der står til Nykredit Leasings rådighed, I det omfang, leasingtageren ikke kan/vil udnytte disse beføjelser, kan Nykredit Leasing fortsat gøre beføjelserne gældende overfor leverandøren.

Enhver garanti afgivet til Nykredit Leasing eller leasingtageren, kan af leasingtageren gøres gældende direkte overfor leverandøren. Leverandøren kan ikke med frigørende virkning betale hverken købesummen, erstatning, forholdsmæssigt afslag eller anden økonomisk ydelse til leasingtager, idet sådanne beløb alene kan betales til Nykredit Leasing.

d. Risiko

I forholdet mellem leverandøren og Nykredit Leasing bærer leverandøren risikoen for genstandens *og brugsmulighedens* hændelige undergang eller forringelse, indtil genstanden er overgivet og godkendt af leasingtageren. I det omfang Nykredit Leasing overvælter de nævnte risici til leasingtageren, overgår risikoen i forholdet mellem Nykredit Leasing og leasingtageren til leasingtageren allerede fra leasingaftalens indgåelse – således at leverandøren ikke i forhold til Nykredit Leasing kan afvise hæftelser for risikobegivenheder, indtrædt før genstandens levering.

e. Leverandørens pligt til at afhjælpe mangler

Reklamerer leasingtageren over en mangel ved genstanden, skal leverandøren straks for egen regning afhjælpe manglen, hvis dette kan ske uden urimelig ulempe eller omkostning for leasingtager.

f. Omlevering

Kan manglen ikke afhjælpes, forpligter leverandøren sig til at tage genstanden tilbage og efter forhandling med leasingtageren at levere en erstatningsgenstand, i det omfang dette ikke medfører uforholdsmæssig ulempe eller omkostning for leasingtager.

g. Forhold ved leasingtagerens reklamation

Leverandøren skal straks give Nykredit Leasing meddelelse, hvis leasingtageren eller andre retter noget krav overfor leverandøren i relation til genstanden. Leverandøren er uberettiget til at anerkende hæftelse for mangler/anden misligholdelse uden konsultation med Nykredit Leasing.

h. Reklamationsregler

Enhver reklamation fra Nykredit Leasing eller leasingtageren i hele leasingkontraktens løbetid er rettidig, hvis den fremkommer inden for rimelig tid efter, en mangel kan konstateres/giver udslag.

4. Produktansvar/ansvar overfor offentlige myndigheder

I det omfang Nykredit Leasing mødes med krav som følge af produktskader (farlige egenskaber eller defekter ved genstanden) eller fra krav fra det offentlige, som følge af genstandens egenskaber eller fejl, skal leverandøren friholde Nykredit Leasing. I relation til lov om produktsikkerhed forpligter leverandøren sig til at sørge for, at genstanden er sikker.

5. Serviceaftaler

Når det er aftalt, at leverandøren skal rådgive leasingtageren i betjening af genstanden, yde service på genstanden eller vedligeholde genstanden, forpligter leverandøren sig til at indgå en skriftlig aftale herom med leasingtageren. Denne aftale skal omfatte enhver normal vedligeholdelse, herunder fornyelser og udskiftning af dele af genstanden, sådan at genstanden til stadighed er i god stand, bortset fra almindelig slid og ælde.

6. Tilbagekøbspligt

I det omfang, det i de særlige vilkår er angivet, at leverandøren har pligt til at købe genstanden tilbage, skal leverandøren efter påkrav fra Nykredit Leasing:

- a. købe genstanden til den pris, der svarer til den på påkravstidspunktet hos Nykredit Leasing internt nedskrevne værdi for genstanden. Leverandøren har ret til at modtage en oversigt over denne interne restværdikalkulation. Ved forsinket betaling skal leverandøren betale *morerente* med 2 % pr. løbende måned, idet renten beregnes fra 5 dage efter påkrav om betaling er kommet frem til leverandøren, og
- b. for *egen regning og risiko* tage genstanden tilbage.

7. Sikkerheder, præsteret af leverandøren

I det omfang, det i de særlige vilkår er angivet, at leverandøren kautionerer eller stiller sikkerhed, *hæfter denne sikkerhed ud over det angivne formål tillige for ethvert krav,*

som Nykredit Leasing nu har eller senere måtte få overfor leverandøren i henhold til denne aftale eller andre aftaler mellem parterne.

8. Værneting/procesfællesskab

Alle tvister vedrørende nærværende aftale afgøres ved søgsmål ved Retten i Aalborg. Brugeren er forpligtet til for egen regning at lade sig medindstævne/medindklage ved den domstol eller voldgift, hvor Nykredit Leasing i tilknytning til denne aftale måtte blive indstævnet/indklaget.

9. Rangorden mellem flere standardvilkår

Er der til denne aftale knyttet flere vilkår, går vilkårene i nærværende aftale forud for disse vilkår, herunder *også forud for leverandørens salgs- og leveringsbetingelser, særlige eller generelle forbehold fra leverandørens side eller aftaler mellem leverandøren og leasingtageren*. Sådanne vilkår indgår alene som en del af aftalen, hvis vilkårene er udtrykkeligt tiltrådt af Nykredit Leasing.

TERMS AND CONDITIONS OF PURCHASE

1. The purchase agreement forms part of a lease agreement

The Supplier is aware that this purchase agreement has been entered into with the intention that Nykredit Leasing will lease the asset to a specific customer (the "Lessee"). The *purpose* of the following terms is to enable the Lessee and the Supplier to resolve any irregular issues between themselves, while ensuring that Nykredit Leasing, as financier, is not liable for Supplier's delivery, which is in substance provided to the Lessee.

2. Nykredit Leasing's right to withdraw from the purchase agreement

Nykredit Leasing is entitled to cancel this purchase agreement:

- a. if the lease agreement between Nykredit Leasing and the Lessee is not entered into, irrespective of the reason;
- b. if, following a credit assessment, the Lessee cannot be accepted as a customer of Nykredit Leasing, fails to provide the agreed security or fails to pay the deposit;
- c. if, prior to delivery of the asset, the Lessee suspends its payments, becomes subject to bankruptcy proceedings, is subject to other creditor enforcement action or enters into a similar state of insolvency;
- d. if the Lessee refuses to take delivery of or approve the asset, or if, for any other reason, it proves impossible to place the asset with the Lessee on the agreed terms, including at the agreed price.

In such cases, the agreement will terminate automatically, without the parties being able to make any claims against each other in this regard.

3. Delay on the part of the Supplier/defects in the asset

- a. **The Supplier's contact with the Lessee:** The asset must be delivered to the Lessee at the agreed time in good and unencumbered condition. The Supplier must immediately notify Nykredit Leasing and the Lessee if the time of delivery has to be postponed. The Supplier must inform Nykredit Leasing and *the Lessee* of any known matter relating to the asset that is relevant to the Lessee's use of the asset. The Supplier must also, to the widest extent possible, advise the Lessee on the suitability of the asset for the intended purpose. The Supplier is not entitled to negotiate special agreements directly with the Lessee, including any changes to the purchase price, additional equipment or extra work. Nor is the Supplier entitled to give the Lessee any assurances or create any expectation that the Lessee has or will acquire special rights in relation to the asset that have not been agreed in writing with Nykredit Leasing.

b. Non-delivery

Nykredit Leasing may terminate the agreement if the asset is substantially delayed. In any event, Nykredit Leasing may terminate the agreement and claim damages if the asset has not been delivered to the Lessee no later than two (2) months after the agreed delivery date.

c. Nykredit Leasing rights/guarantees

Nykredit Leasing has or will transfer its rights under this agreement to the Lessee, including any guarantees and remedies for breach available to Nykredit Leasing. To the extent that the Lessee cannot or will not utilise these remedies, Nykredit Leasing may continue to enforce the remedies against the Supplier.

Any guarantee provided to Nykredit Leasing or the Lessee may be invoked directly by the Lessee against the Supplier.

The Supplier cannot make payment with discharging effect to the Lessee of the purchase price, damages, a proportionate reduction or any other monetary amount, as such amounts may only be paid to Nykredit Leasing.

d. Risk

As between the Supplier and Nykredit Leasing, the Supplier bears the risk of accidental loss of or damage to the asset and its *usability* until the asset has been delivered to and approved by the Lessee. To the extent that Nykredit Leasing passes such risk on to the Lessee, the risk as between Nykredit Leasing and the Lessee passes to the Lessee already upon conclusion of the lease agreement. Accordingly, the Supplier may not, in relation to Nykredit Leasing, reject liability for risk events occurring before delivery of the asset.

e. The Supplier's obligation to remedy defects

If the Lessee gives notice of a defect in the asset, the Supplier must immediately remedy the defect at its own expense, provided this can be done without unreasonable inconvenience or cost to the Lessee.

f. Replacement delivery

If the defect cannot be remedied, the Supplier undertakes to take back the asset and, following negotiations with the Lessee, to deliver a replacement asset, to the extent that this does not cause disproportionate inconvenience or cost to the Lessee.

g. Matters relating to the Lessee's complaint

The Supplier must immediately notify Nykredit Leasing if the Lessee or any other party makes any claim against the Supplier in relation to the asset. The Supplier is not entitled to acknowledge liability for defects or any other breach without consulting Nykredit Leasing.

h. Rules on complaints

Any complaint from Nykredit Leasing or the Lessee during the entire term of the lease agreement will be deemed timely if made within a reasonable time after a defect can be identified or manifests itself.

4. Product liability/liability towards public authorities

To the extent that claims are made against Nykredit Leasing as a result of damage caused by the asset (hazardous characteristics of or defects in the asset), or claims from public authorities arising from the characteristics or defects in the asset, the Supplier must indemnify Nykredit Leasing. Under Danish product safety law, the Supplier undertakes to ensure that the asset is safe.

5. Service agreements

Where it has been agreed that the Supplier is to advise the Lessee on the operation of the asset, provide servicing for the asset or maintain the asset, the Supplier undertakes to enter into a written agreement with the Lessee to this effect. This agreement must cover all normal maintenance, including renewals and replacement of parts of the asset, so that the asset is kept in good condition at all times, except for ordinary wear and tear.

6. Buyback obligation

To the extent that the special terms state that the Supplier is obliged to repurchase the asset, the Supplier must, upon demand from Nykredit Leasing:

- a. purchase the asset at the price corresponding to the written down value of the asset as recorded by Nykredit Leasing at the time of the demand. The Supplier is entitled to receive a statement of this internal residual value calculation. In the event of late payment, the Supplier must pay *default interest* at 2% per commenced month, calculated from five (5) days after the demand for payment has reached the Supplier;
- b. and take back the asset at its *own expense and risk*.

7. Security provided by the Supplier

To the extent that the special terms state that the Supplier provides a guarantee or security, *such security will, in addition to covering the stated purpose, also secure any claim which Nykredit Leasing has now or may subsequently acquire against the Supplier under this agreement or any other agreements between the parties.*

8. Venue and joinder of proceedings

Any disputes arising out of or concerning this agreement will be settled by legal proceedings before the Court of Aalborg. The user is obliged, at its own expense, to accept being joined as a co-defendant or co-respondent in any court or arbitration proceedings in which Nykredit Leasing is named as defendant or respondent in connection with this Agreement.

9. Order of precedence among standard terms

Where several sets of terms are attached to this agreement, the terms of this agreement will *prevail over such other terms, including over the Supplier's sales and delivery terms*, any special or general *reservations* made by the Supplier *or agreements between the Supplier and the Lessee*. Such terms will form part of the agreement only if they have been expressly accepted by Nykredit Leasing.