

Terms and conditions

Dansk Plast A/S | Hygumvej 4, Vester Nebel, 6715 Esbjerg N | Cvr.no. 31 25 30 98 | Phone. +45 72 16 30 00

1. APPLICATION

1.1. The following terms of sale and delivery apply to sales from Dansk Plast A/S (hereinafter “Seller”) to the customer (hereinafter “Buyer). This also applies, though Buyer during the purchase negotiations or in the Buyer’s tender documents or in Buyer’s confirmation the purchaser to the Seller has stated other terms for the purchaser, since all such terms are considered for the waiver of the Sellers final accession to the purchase, unless the Seller expressly states this in writing, the individual conditions imposed on the Seller reproduce, and who are different or different formulated than those stated in these sales and delivery terms.

2. OFFER AND ACCEPT

2.1. Only written offers are valid for the Seller. Offers are valid for 6 weeks. The one in the offer the stated delivery horizon/time is only indicative, and the delivery time is only final, when stated in the order confirmation, cf. however, otherwise section 5.2

3. PRICES

3.1. Prices in offers, order confirmations and contracts are daily prices and unless expressly stated otherwise appears from this excl. VAT and taxes. The Seller reserves the right to change prices in cases of significant changes in purchase prices, production cost, labor costs, raw materials, subcontracting, exchange rates, freight, discount, customs, taxes, duties and the like as well as at events covered by item section 7.

4. PAYMENT

- 4.1. Unless otherwise agreed, payment must be made within 14 days of the invoice’s issue. Failure to comply with the Sellers terms of payment shall be considered as material breach of contract, entitling the Seller to stop further deliveries and to claim any receivable, due as due, paid immediately.
- 4.2. If the Buyer fails to pay in due time, the Seller is entitled to calculate default interest of 2% from the due date and demand reminder and collection fees in accordance with the law.
- 4.3. The buyer is neither entitled to hold back any part of the invoiced amount or to set off any part of the invoice amount with any counterclaim against Seller not acknowledged and accept in writing by seller.
- 4.4. Whether other payment terms have previously been agreed with the Seller, the Seller is in case of Buyers delay with the payment of the purchase sum entitled to make future deliveries contingent on cash payment or that the buyer provides the required security.
- 4.5. Notwithstanding the above, Seller reserves the right, before delivery, to demand a guarantee for payment or pre-delivery payment



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5. DELIVERY AND DELIVERYTIME

- 5.1. Unless otherwise agreed on delivery terms, delivery EX works factory on the offer in the offer/order confirmation stated address in Denmark in standard packaging according to applicable INCOTERMS 2010. Shipping is thus done for the buyer's risk and expense.
- 5.2. The delivery horizon/time stated in the offer is for guidance only and the delivery time is finally final when it is listed in the order confirmation. The delivery time in the order confirmation is determined by the Seller at best estimate in accordance with the circumstances that exist at the order confirmation. Unless otherwise agreed in writing, a delivery is considered for timely, if delivery takes place in the period from the 1st weekday to the 1st working day after one in the order confirmation stated specific date, while delivery is considered timely, if delivery takes place during the period from 3 working days after one stated in the order confirmation delivery week. This does apply, however, if the order confirmation states that the delivery term is fixed.
- 5.3. The buyer is not entitled to postpone the agreed delivery term without prior agreement with Seller.
- 5.4. In case of delay, the Buyer must advertise immediately. The Buyer can only cancel the purchase, if the Seller has not delivered no later than 5 working days after written notice to the Seller from the Buyer. The Buyer can in no case claim compensation because of delay.
- 5.5. If the Buyer wishes the delivery particular protected or packaged, such is provided protection or packaging only by prior separate agreement with the Seller on this, and the Buyer is billed for all costs
- 5.6. When an agreement has been made for delivery with the Buyer or other specified by the Buyer, the goods are delivered as close to the point of use as the truck can run without danger, according to the driver's discretion to drive fixed or damaged vehicle and surroundings.
- 5.7. Expenses for any waiting time for unloading at Buyer or other delivery point indicated by the Buyer is charged to the Buyer, just as the Buyer must cover the cost that result from not being able to receive the goods at the agreed delivery time.
- 5.8. Additional cost for non-agreed sub-delivery are for the Buyer's account.

6. RETENTION

- 6.1. The Seller reserves the ownership of the goods sold until the entire purchase price and those with delivery of the item of sale, if any, associated costs for e.g. delivery and assembly is paid by Buyer. When paying by check or bill, payment is not considered final payment before full repayment has taken place, and any bank's objection deadline has expired. The retention of title does not affect the risk transfer to the Buyer delivery, cf. section 5.1

7. FORCE MAJEURE

- 7.1. The Seller is not responsible for any delay in case of force majeure, including, but not limited to, labor conflicts and any other circumstances that the parties are not master over, such as fire, war, seizure, currency restrictions, rebellion and unrest, lack of means of transport, general commodity shortage, delay, disposal of larger batches of goods, restrictions on driving power and also in case of defective or missing supplies from subcontractor, whatever the reason.
- 7.2. In these cases, timely delivery is postponed to the end of the event, however, a maximum of 4 weeks after which time both parties must be entitled to cancel the transaction without it having to be considered a default.



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8. GUARANTEE AND SHORTAGE

- 8.1. For all products manufactured by the Seller, the Seller guarantees work and material defects that is not a result from normal wear and tear for 12 months from the date of delivery. The warranty however does not cover defects arising as a result of normal wear and tear, wrong or unusual usage, overload, inadequate maintained and attempted repairs, adjustments and changes not made by the Seller or with the Seller's written consent.
- 8.2. It's the responsibility of the Buyer, immediately upon delivery, to carry usual investigations of the delivered goods, including whatever the quantity is correct and whatever there are clear defects. Complaints that the delivered is defective or not contractual, which the buyer has or should have been found when examining the good delivered upon receipt in writing immediately after receipt of the goods and in any case within 8 days after receipt. Complaints must clearly describe where the defect exists and be settled possibly picture material.
- 8.3. The warranty is conditional upon the goods being detected immediately and within 14 days after the defect have been discovered, sent free to Seller, however, claims must be made/raised within 12 months from the date of delivery.
- 8.4. Deficiencies that should have been discovered in connection with Buyer's duty of inquiry may not be claimed after the expiry of the deadlines.
- 8.5. According to the Sellers choice, deficiencies in the goods will be remedied, the goods replaced or the purchase price for the goods credited to Buyer.

9. LIMITATION OF LIABILITY

- 9.1. For claims that relate to Seller's performance or non-compliance with his obligations, Buyer is entitled to compensations for direct loss with the following limitations:
 - 9.1.1. Seller's liability is limited to direct damage/loss and is – regardless of cause and effect irrespective of the nature of the claim – limited to the amount invoiced for that service or goods that caused the damage/loss, or cause or directly related to the claim.
 - 9.1.2. The Seller is under no circumstance liable to the Buyer for operating losses, lost profits, lost savings or other indirect or consequential damages, use of the sold or inability to use this, regardless of whether the Seller has been informed of the possibility of such claims.
 - 9.1.3. Losses, expenses, or costs of retrieving, replacing, repairing, removing or take equivalent measures with defective products or products in which the Seller's products are made a constituent, cannot be invoked against Seller. The Seller assumes no liability because of Buyers legal relationship with third parties.
 - 9.1.4. Seller is not responsible for damage to real estate or moveable property that occurs while the products are in the Buyer's possession. The Seller is also not responsible for damages to products, manufactured by the Buyer, or on products in which these are included.



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10. RETURNS

- 10.1. The Buyer is not entitled to return goods and supplies from the Seller, unless this is prior and agreed in writing. If this is agreed, the returned goods are normally credited less 15% of the sales prices excl. VAT on free delivery to Seller's warehouse or other by Seller designated place in Denmark.
- 10.2. Special goods, manufactured goods or exhibition goods are not returned.

11. PRODUCT LIABILITY

- 11.1. The Seller shall be indemnified by the Buyer to the extent that the Seller is liable to third party for such damages or loss as the Seller by section 9 is not responsible for, to the Buyer.
- 11.2. If the Seller is sued by a third party for product liability, the Buyer accepts could be admitted during the case or sued by the court or arbitration tribunal which is processing the case.
- 11.3. The Seller is in no case responsible for operating losses, lost profits or other financial consequential. If a third party makes a claim against one of the parties for liability in accordance with this paragraph, that party shall immediately inform the other party thereof.

12. DRAWINGS AND DESCRIPTIONS

- 12.1. All specifications and information on weight, dimension, capacity, price, technical and other data listed in catalogs, datasheets, ads, image material and price list are approximate and only indicative. Such information is therefor binding only to the extent that they are expressly provided is reproduced in the order or specifically referred to them.
- 12.2. If construction or specifications, etc. for a product sold by the Seller undergoes changes before the time of delivery, the Seller is entitled to deliver the product after the current design and specifications etc. if the product – after an objective assessment – has not been impaired thereby. The same applies to the appearance of the product, including color.
- 12.3. All submitted drawings and descriptions remain the Sellers property and may not be without permission, copied, reproduced, transmitted to or otherwise brought to third parties' knowledge. If Buyer - In order to complete the project – needs drawings and documentation, the parties may agree in advance that the Seller provides drawings and documentation, necessary to enable the buyer to set up, commission, operate and maintain delivery. Without the Seller's consent, this information may not be used for anything other than the purpose of the transfer. However, seller requires that the information remains confidential
- 12.4. The Seller reserves the right to pass on any drawings delivered by the Buyer to the Seller and technical specifications for subcontractors, to the extent necessary to fulfill the delivery.

13. TWISTS

- 13.1. Any discrepancy between the parties that cannot be settled by negotiation shall be presented to the court in Herning using Danish law.
If one or more provisions of these terms of sale and delivery later is declared invalid, this shall not affect the validity of the agreement and other provisions which must remain valid and any invalid provisions must be interpreted in full based on the purpose of the agreement and the invalid provision.