

## General terms of business

regarding trade with Nordic Platform P/S,  
CBR no. 34 62 83 86, DK - Haderslev

### 1. GENERAL INFORMATION

- 1.1. These terms of sale and delivery shall apply to all offers, order confirmations and deliveries from Nordic Platform P/S (Seller) unless otherwise agreed in writing between the parties.
- 1.2. The terms of sale and delivery of a Buyer do not constitute another written agreement.

### 2. OFFER/ORDER CONFIRMATION

- 2.1. The Seller's offer is binding for 8 days. However, a final agreement on delivery shall not be concluded, before the Buyer has received the Seller's written order confirmation, as this document constitutes the binding agreement.
- 2.2. The Buyer shall follow any instructions for use, catalogues and leaflets supplied with the product or obtain the necessary information on the scope of use and correct use of the product purchased.
- 2.3. The Seller assumes no responsibility for the contents of catalogues, leaflets and other information, including electronic information of any kind, from the Seller's suppliers.
- 2.4. The Seller assumes no responsibility for any free oral or written guidance, measuring, calculation etc. by the Seller's employees in connection with the purchase of the Seller's products.
- 2.5. All offers are subject to goods being resold.

### 3. PRICES

- 3.1. The prices are stated in the Seller's price list applicable at any time or the forwarded order confirmation. Delivery is effected from the Seller's factory or warehouse. All prices are stated exclusive of freight, packaging, VAT, taxes and administration fee.
- 3.2. The Seller shall be entitled at any time without prior notice to make price changes in price lists and offers.

### 4. PAYMENT AND SECURITY

- 4.1. Where the Buyer has an account with the Seller the purchase amount shall fall due for payment in accordance with the payment terms applicable to the Buyer's account with the Seller.
- 4.2. Prepayments and security are stated in the order confirmation.
- 4.3. In the absence of any separate agreement on payment, the purchase amount shall fall due for payment 8 days after delivery as non-delivery due to circumstances at the Buyer shall not postpone the due date.
- 4.4. Where the Buyer fails to effect timely payment or the preconditions for the agreed credit change significantly the Seller shall be entitled to withhold all further deliveries to the Buyer even if the deliveries are not interconnected.
- 4.5. Where payment is effected after the last date of timely payment default interest will be added to the amount due including VAT in accordance with the Danish Interest Act unless a different rate of interest applies according to common practice, custom or agreement. Default interest added shall fall due for payment immediately and is payable prior to all other debt using the payments received on an ongoing basis.
- 4.6. The Seller shall be entitled at any time after the conclusion of the agreement to request adequate security for due payment of the purchase amount, VAT, freight and other costs.
- 4.7. In case of late payment, the Seller shall be entitled, without prior notice, to send the debt for collection by a lawyer. The Buyer shall pay the debt collection costs fixed by the lawyer, which may exceed the amounts stated in Executive order on out of court collection costs for late payment".

### 5. CANCELLATION AND CHANGE OF ORDERS

- 5.1. After placement of an order, the Buyer shall not be entitled to change or cancel this.

5.2. If the Seller, despite clause 5.1, approves a cancellation or change separately, the Buyer shall pay the costs associated with the cancellation or change, including costs of storage and maintenance of quality and properties as well as interest resulting from postponement of the time of delivery. In the event of complete or partial cancellation, the Buyer shall compensate the Seller for any loss of profit.

## **6. RETURN PRODUCTS AND RETURNABLE PACKAGING**

- 6.1. Return products are not accepted.
- 6.2. If, despite clause 6.1, it is agreed that the Seller accepts return products these products must be unused, free from defects and in the original unbroken packaging. The products must be free from dirt etc. However, products, which are customized and/or purchased by the Seller upon special request from the Buyer, may never be returned.
- 6.3. Approved return products are credited with deduction of the fee fixed by the Seller to cover return costs and of the Seller's sales costs.
- 6.4. Return packaging is credited upon free delivery in undamaged condition within 3 months from delivery by the Seller. Crediting is effected with a deduction to cover wear and tear, handling and freight costs etc.

## **7. PRODUCT SAMPLES**

- 7.1. Product samples only show colour, size and quality in general and the Seller is therefore not responsible for any deviations unless such deviations are significant and unpredictably comprehensive for the Buyer compared to the product samples presented.

## **8. GUARANTEE**

- 8.1. The Seller does not grant any independent guarantee for deliveries of products not manufactured by the Seller.
- 8.2. If the Seller is not the manufacturer the Buyer cannot raise any claim against the Seller under a manufacturer's guarantee included in the purchase agreement or otherwise in respect of a product as the Seller only agrees to communicate information on a manufacturer's guarantee to the Buyer.

## **9. DELIVERY**

- 9.1. The time of delivery stated in the order confirmation is only indicative for the Seller unless otherwise agreed in writing.
- 9.2. If a fixed time of delivery has been agreed the Seller shall be entitled to a postponement of the time of delivery in the following situations
  - 9.2.1. Force majeure, see clause 14
  - 9.2.2. Delays caused by the Seller's suppliers, carriers or other third parties
  - 9.2.3. Unusual weather conditions
  - 9.2.4. Industrial disputes irrespective of the reason
  - 9.2.5. Public orders or prohibitions, which the Seller could not have foreseen at the conclusion of the agreement.
  - 9.2.6. If delivery at the Buyer's address or other location stated by the Buyer is agreed, the product is delivered as close to the place of use as a truck may come in the driver's discretion without risking being stuck or damaging the vehicle or the surroundings.
  - 9.2.7. The Buyer shall inspect the products received and make the necessary staff available for unloading.
  - 9.2.8. If the Buyer does not fulfil the obligations in clause 9.2.6 or 9.2.7 the Seller shall be entitled, but not obliged, to make delivery in full discharge at the place of delivery irrespective of whether a representative of the Buyer is present. The risk of destruction of or damage to the product passes to the Buyer at delivery. A delivery note or carrier's requisition is considered documentation of delivery.
  - 9.2.9. Expenses for any waiting time in connection with unloading at the Buyer's address or other location stated by the Buyer shall be paid by the Buyer and the Buyer shall pay any costs resulting from the Buyer not being able to receive the products at the agreed time of delivery.

## **10. COMPLAINTS OF AND LIABILITY FOR DELAYS**

- 10.1. The Buyer shall submit a complaint immediately upon identification of a delay as the Buyer will otherwise forfeit any claim resulting from such delay.

- 10.2. In case of minor delays, subsequent delivery is effected.
- 10.3. In case of significant delays, the Buyer shall be entitled to cancel the order. If successive delivery has been agreed, the Buyer shall be entitled to cancel only the delayed part delivery.
- 10.4. If the Buyer terminates the agreement without notice under clause 10.3, the Buyer shall be entitled to compensation from the Seller for the additional costs incurred in connection with the purchase of similar products from another party. However, such compensation cannot exceed the invoice value of the delayed delivery.
- 10.5. Except as provided in clause 10.4, the Buyer shall not be entitled to any compensation because of the Seller's delay, including compensation for indirect losses. This applies irrespective of whether the Buyer cancels or maintains the purchase.

#### **11. DUTY OF INSPECTION AND SUBMISSION OF COMPLAINTS**

- 11.1. Immediately upon receipt and before the products are used or processed, the Buyer shall inspect the products delivered to ensure that these are free from defects and that colour and shade differences are within acceptable levels.
- 11.2. In order to be processed, complaints regarding defects, including quantity deviations, which have or should have been identified during such an inspection shall be submitted immediately and not later than 8 days after the delivery of the product to the Buyer's location. With respect to other defects, a complaint shall be submitted immediately after the Buyer should have identified the defects and within one (1) year at the latest.
- 11.3. If the products are to be assembled or form part of an assembly the Buyer shall ensure that the products are inspected for defects before initiation of the assembly as complaints cannot be submitted after initiation.

#### **12. LIABILITY FOR DEFECTS IN THE OBJECT SOLD**

- 12.1. For timely complaints of defects under clause 11.2, the Seller shall remedy the defect or make a replacement delivery at the Seller's option.
- 12.2. If the Seller does not remedy the defect or make a replacement delivery, see clause 12.1, within a reasonable time after submission of a complaint by the Buyer under clause 11 the Buyer shall be entitled to terminate the agreement without notice in respect of the defective part of the delivery by written notification to the Seller.
- 12.3. If the Buyer terminates the agreement without notice, the Buyer shall be entitled to demand compensation from the Seller for the additional costs incurred in connection with the purchase of a similar product from another party.
- 12.4. Notwithstanding the above, the Seller's liability in damages for defects is always limited to the invoice value of the defective product(s).
- 12.5. The seller shall not be liable for defects or failure to deliver replacement products except as provided in clauses 12.3 and 12.4. This applies to any loss resulting from the defect, including business interruption loss, loss of earnings and other financial consequential losses. This limitation of the Seller's liability does not apply in case of gross negligence by the Seller.
- 12.6. The Buyer's right to remedy, replacement delivery or termination without notice lapses if the delivery has not been stored or used correctly or customarily and in accordance with the Seller's directions.
- 12.7. The Seller shall not be liable for damage caused by incorrect and inappropriate use of the delivered products.

#### **13. BUILDING DELIVERY CLAUSE**

- 13.1. For deliveries of materials for government construction or subsidized construction in respect of which a special agreement on extension of the liability period has been concluded in writing with the Seller, the following rules also apply:
  - 13.1.1. The Seller's liability for defects in deliveries ceases 5 years after the handover of the construction of which the delivery forms part. However, for deliveries to stock or resale, liability ceases 6 years after delivery to the Buyer at the latest.
  - 13.1.2. If it is deemed substantiated that it is not possible – or would be very difficult – to succeed in a claim regarding defects in deliveries against the Buyer or against subsequent buyers, the Seller acknowledges that the claim can also be

raised directly against the Seller. In such cases, the Seller can only be made liable for defects, if the Seller's own delivery is defective, and only to the extent provided in the Seller's own contract with the Buyer, including these general terms of sale and delivery. However, in any event the Seller acknowledges that the Seller may become subject to legal proceedings together with the Buyer or subsequent buyers because of the mutual relationship between the parties. The case will be brought before the Danish Arbitration Board for Building and Construction.

#### **14. FORCE MAJEURE**

14.1. If delivery, timely delivery or delivery free of defects is impeded or delayed by events beyond the Seller's control, including but not limited to industrial disputes, operational failures, transport difficulties or other failure or the like by a third party the Seller may, without incurring liability, postpone delivery or cancel the entire order or parts thereof at the Seller's own discretion by notification to the Buyer as soon as possible.

#### **15. PRODUCT LIABILITY**

15.1. The Seller shall be liable under the Danish Product Liability Act to the extent that the Seller is liable in damages under the mandatory provisions of the Act and to the extent that the liability of the Seller is not legally limited. The Seller shall furthermore be liable for any damage caused by Products supplied by it where such damage occurs because of the Seller's gross negligence and the liability of the Seller is not legally limited.

15.2. As regards damage to other property, the Seller's liability for product damage shall be limited to a maximum of DKK 1,000,000.

15.3. Where the Seller is liable for product damage, see clauses 15.1 and 15.2 above, but where the damage is attributable in part to the acts or omissions of the Buyer, the liability shall be shared equally between the Parties according to the degree of negligence.

15.4. Where the Seller is held liable for product damage in relation to a third party, the Buyer shall indemnify the Seller for any liability imposed on the Seller and which exceeds the liability of the Seller under the above provisions. The Buyer agrees that any claim brought against it may be brought before the court/arbitration tribunal considering any claim for damages by a third party against the Seller concerning Products supplied by the Seller through the Buyer to a third party.

15.5. The Seller shall not be liable in any event whatsoever for any business interruption, loss of profits or other indirect loss.

#### **16. GENERAL LIMITATION OF LIABILITY AND ASSIGNMENT OF CLAIMS AGAINST SELLER'S SUPPLIERS**

16.1. Irrespective of whether negligence has been established, the Seller's liability shall exclude daily penalties, business interruptions, loss of time or other indirect losses, whether liability is based on the general law of damages or other basis of liability.

16.2. Where the Seller's supplier or other third party is liable towards the Seller for delays or defects, the Seller shall to the widest extent possible be prepared to assign its claim against the supplier or third party, as the case may be, to the Buyer.

#### **17. DISPUTES**

17.1. This agreement is subject to Danish law. However, any provisions under Danish private international law, which may result in the dispute being referred for decision according to lex fori, shall not apply. Any dispute between the parties shall be settled in accordance with Danish substantive law.

17.2. Any disputes arising between the parties shall be settled by arbitration unless the Seller decides that the dispute must be settled by the ordinary courts of law.

17.3. If the case is to be settled by arbitration an arbitration tribunal is established in accordance with the Danish Arbitration Act. The chairman of the arbitration tribunal shall be a judge of the Danish Supreme Court.

17.4. If the case is to be settled by the ordinary courts of law the case shall be brought before the court in the jurisdiction of the Seller's registered office irrespective of the place of permanent or temporary residence of the Buyer.