

## **General terms and conditions of sale and delivery for VTI - Vinderup Træindustri A/S - CVR-no. 14 64 20 80**

These general terms and conditions of sale and delivery shall apply to any sale and delivery made by VTI Vinderup Træindustri A/S ("VTI"). These Terms and Conditions apply to the entire exclusion of any other Terms and Conditions of the buyer and any other Terms and Conditions not embodied in these Terms and Conditions shall only be binding on VTI if they are in writing and signed by or on behalf of VTI.

### **1. OFFER**

1.1: Offers made shall be valid for a period of four weeks from the date of the offer and expire if VTI has not received the acceptance prior to the expiration of the time limit. All offers made are subject to the goods being unsold. Accordingly, VTI shall be entitled to enter into a contract with a third party until VTI receives the Buyer's acceptance with the effect that the offer made to the Buyer lapses. If the Buyer accepts within the time limit stated, and VTI has sold the goods to a third party, VTI shall without undue delay inform the Buyer in writing that the offer has lapsed.

1.2: A final contract of sale between the Buyer and VTI shall only be deemed valid after VTI's confirmation hereof in writing, for instance by an order confirmation. If the order confirmation and previously forwarded or received material are inconsistent, the order confirmation, including these general terms and conditions of sale and delivery, shall take priority.

1.3: Any objections by the Buyer to the contents of the order confirmation, including the general terms and conditions of sale and delivery, shall be made in writing and shall be received by VTI no later than two working days after the date of the order confirmation.

### **2. PRICES**

2.1: The prices are stated in Danish crowns (DKK), save where the offer states another currency, exclusive of VAT. VTI reserves the right to adjust the prices prior to delivery due to VTI's substantiated increased costs due to for instance increased VAT, charges, taxes, foreign exchange rates, transport costs, sub-suppliers' prices, strikes, lockout and other conditions beyond the control of VTI.

### **3. DELIVERY**

3.1: The term of delivery shall be Ex Works (INCOTERMS 2000) the usual place of business of VTI, Vinderup, unless otherwise stated in the order confirmation of VTI, within ordinary hours of work, that is business days until 4.00 p.m. local Danish time.

3.2: Delivery is considered effected when VTI has surrendered the goods to the Buyer or to a carrier. The risk is passed to the Buyer at delivery. The Buyer bears the risk during transport, including the costs related to the transport, even if VTI has agreed to arrange for the goods to be transported on behalf of the Buyer.

3.3: VTI reserves the right to vary the number and size of the goods delivered from the number of goods ordered by plus/minus 10%. VTI's invoice will reflect any such variation.

### **4. TERMS OF PAYMENT**

4.1: Unless otherwise agreed in writing the purchase price is payable on the due date specified in the invoice. In case of payment after the due date VTI shall be entitled to charge default interest on the total debt as at the due date at the rate of 2% per month or fraction of a month until the amount is credited the bank account of VTI. The Buyer shall bear any and all costs related to the payment.

4.2: If the Buyer does not comply with the terms of payment agreed with VTI, VTI reserves the right to hold back additional deliveries, including deliveries which have already been handed over to the carrier until payment in full has been made.

## 5. RETENTION OF TITLE

5.1: Ownership of the goods shall not pass to the Buyer until VTI has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the goods, and
- (b) all other sums which are or which become due to VTI from the Buyer on any account.

## 6. RETURNED GOODS

6.1: Special goods - meaning goods made at the Buyer's explicit request - cannot be returned to VTI.

## 7. TIME OF DELIVERY AND DELAY

7.1: The time of delivery shall be the time specified by VTI, unless otherwise agreed in writing. The time of delivery is

- (a) when a delivery week has been stated: delivery/dispatch from VTI's factory on Friday at the latest at the end of the working hours, or
- (b) when a specific day has been stated: at the end of the working hours on the stated day.

7.2: Unless otherwise expressly agreed, a postponement of the time of delivery by up to five working days is not considered a delay, and the Buyer cannot exercise remedies on this basis. If the delay is more than 10 working days, the Buyer may within 3 working days of the expiry of that period either demand that the Contract be fulfilled at a new date of delivery to be specified by VTI or cancel the order, although the Buyer will not be entitled to claim the damages.

7.3: In case of delayed delivery due to force majeure, cf. clause 9.2, the time of delivery shall be postponed by the duration of the force majeure situation and its consequences. VTI and the Buyer shall, however, be entitled to cancel the contract free from liability when the obstacle has lasted for more than one month. This applies whether the cause of the delay occurs before or after the expiration of the agreed date of delivery.

7.4: If VTI changes the time of delivery, VTI shall without undue delay inform the Buyer of such changes.

## 8. COMPLAINTS AND LIABILITY FOR DEFECTS

8.1: On receipt and prior to any processing the Buyer shall examine the goods purchased in order to ascertain any defects. If the goods have been processed by or on behalf of the Buyer, the remedies of the Buyer lapse.

8.2: Where the Buyer finds any defects, the Buyer shall make a complaint in writing to VTI within five days of delivery. If the Buyer does not comply with the above provisions on complaint, the Buyer may not subsequently claim the defect.

8.3: In addition the Buyer shall retain the alleged defective goods so that VTI may inspect them.

8.4: VTI's liability for defects shall be limited to replacement of the goods, subsequent delivery or another remedy at VTI's discretion, and only where this may be done without demanding efforts of VTI which is out of proportion to the delivery, including the price of the delivery.

## 9. LIMITATION OF LIABILITY

9.1: In case of delay or defects the Buyer does not have any other remedies than the ones stated above, cf. clauses 7 and 8. Accordingly, VTI shall not be liable for any indirect losses, including operating loss, loss of time, loss of earnings in case of defects or delayed delivery.

9.2: VTI shall not be liable for any failure to fulfil its contractual obligations caused by circumstances which impede the fulfilment of the contract or make the fulfilment unreasonably burdensome to VTI (force majeure). This includes among other things trade disputes, fire, war, mobilisation or unexpected military call-ups, seizure, currency restrictions, riots and other unrest, lack of transport, lack of subsupplies or other necessary

supplies to be used in the production of VTI, impeded supplies to be used in the production, import/export restrictions and similar impediments/restraints for sub-suppliers which imply problems for VTI. If such a situation exists and it impedes the fulfilment of the contract, VTI shall inform the Buyer hereof in writing without undue delay.

## 10. PRODUCT LIABILITY

10.1: In connection with damage to property which according to its nature is intended for commercial use VTI shall be liable for damage in accordance with the following rules.

10.1.1: VTI shall not be liable for damage to real or personal property which occurs while the goods are in the possession of the Buyer.

10.1.2: VTI shall not be liable for damage to products produced by the Buyer or to products of which VTI's products form a part.

10.1.3: VTI shall not be liable for operating loss, loss of profit margin, or any other indirect loss.

10.1.4: In addition, VTI's liability cannot exceed the value of the delivery. Likewise, VTI shall only be liable for one year from the surrender of the goods to the Buyer. This sum constitutes VTI's total product liability towards the Buyer for one year after the delivery.

10.1.5: In case VTI incurs liability towards any third party, the Buyer shall indemnify VTI to the same extent as VTI's liability is limited according to the above provisions.

10.2: In case of personal injury caused by the goods and in case of damage to property which according to its nature is intended for noncommercial use VTI shall be liable for damage in accordance with the rules of the Danish Product Liability Act.

10.2.1: In cases where both VTI and the Buyer are liable as producers, the Buyer shall bear the final liability, cf. s. 11(2) of the Danish Product Liability Act.

10.3: The Buyer shall notify VTI in writing without undue delay if the Buyer receives information to the effect that damage has occurred, cf. clauses 10.2 and 10.2.1.

## 11. DISPUTES

11.1: Any dispute between the parties regarding the understanding or extent of these general terms and conditions of sale and delivery shall be settled in accordance with Danish law (except from CISG) at the venue of VTI, the Court in Struer. Danish shall be the language to be used during proceedings.

11.2: The Buyer shall be under an obligation to accept a legal action brought against him at the same forum which may be hearing a claim for damages against VTI by a third party regarding product liability.

"The fulfilment of the contract is conditional on there not being any overdue unpaid debts to VTI prior to the delivery and surrender of the goods covered by this order confirmation. In case of any such debt, the order will not be fulfilled until the overdue debt has been settled in full. In this connection the Buyer cannot claim breach of contract due to failing delivery."