



## Standard terms of sale- and delivery for Burnblock ApS (2017)

These standard terms of sale- and delivery shall apply to any sale- and delivery of goods by Burnblock ApS (the "seller").

### 1. General

- 1.1 Any sale shall take place in accordance with the terms of sale- and delivery stated below, unless these have been expressly waived in a written agreement.
- 1.2 The buyer's specification of special terms in the tender material, order, etc. shall not be considered a deviation from terms stated below, unless the seller has accepted these in writing.
- 1.3 Any other specifications and instructions of any type or kind as well as information on the qualities of the goods (measurements, weight and qualities) stated in catalogues, brochures or similar or disclosed verbally are only binding, if the order confirmation expressly refers to them.

### 2. Quotes/orders

- 2.1 Quotes that are given from the seller shall be binding for eight days from the date of submission if not otherwise agreed.
- 2.2 An order shall only be considered accepted when the seller has forwarded a written order confirmation. In the event of discrepancy between the order confirmation and any earlier material, the order confirmation shall apply.
- 2.3 Possible objections from the buyer regarding the content of the order confirmation, including the terms of sale- and delivery shall be submitted in writing and be in the hands of the seller at the latest eight working days after the date of the order confirmation.
- 2.4 Cancellation or changes to an order confirmation can only take place with the seller's written approval.

### 3. Guarantees

- 3.1 Any guarantee given by the seller shall be specifically limited to goods concerned.

### 4. Prices

- 4.1 Every delivery shall take place at the prices that are applicable on the delivery date and which are stated in the seller's price list, etc. Quotes and prices stated in the order confirmation are exclusive VAT, customs and other taxes and levies connected to the delivery, which shall be added to the price upon invoicing.
- 4.2 The seller shall reserve the right to change prices for order confirmations already confirmed by the seller in the event of force majeure.

### 5. Delivery

- 5.1 Unless otherwise specified in the seller's order confirmation, delivery shall take place EXW (INCOTERMS 2010) within normal working hours from where the seller has the individual consignments prepared, possibly abroad.

### 6. Payment

- 6.1 The purchase sum shall fall due for payment on the due date specified in the invoice.
- 6.2 If timely payment does not take place, interest shall be added from the due date, cf. clause 6.1, to the buyer's at any time owed amount with an interest rate of 1.5% per commenced month.
- 6.3 The buyer shall not be entitled to withhold payment or carry out deduction of alleged claims that are not approved in writing by the seller.

### 7. OWNERSHIP RESERVATION



**7.1 ANY GOODS DELIVERED REMAINS THE SELLER'S PROPERTY UNTIL PAYMENT HAS BEEN MADE IN FULL TO THE EXTENT APPLICABLE LAW PERMITS SUCH OWNERSHIP RESERVERATION.**

**8. Returned goods**

8.1 Returned goods are only accepted following prior agreement. Goods specially produced for a task shall not be accepted for return.

8.2 The buyer shall pay for all costs for transport and shipment in connection with the return of the goods to the seller.

**9. Defects**

9.1 Upon delivery, the buyer shall carry out all necessary inspections to establish possible defects.

9.2 The buyer shall not be entitled to any remedies for a defect, if the buyer did not notify the seller immediately after the buyer had or should have discovered the defect. The buyer has only notified the seller, if the notification includes an exhaustive description of the defect and the circumstances whereon it was found.

9.3 If the seller inspects the defect, upon notification from the buyer, and the seller is not liable for the defect or no defect is found, the buyer shall reimburse all the seller's costs due to the notice.

9.4 In any event shall the seller have no liability for any defects if notification from the buyer arrives at the seller later than two years from handing over the goods, cf. section 54 of the Danish sales of goods act. This also includes construction material.

9.5 The buyer shall store the allegedly defective goods so that the seller has the possibility to inspect them. If the buyer has not stored the allegedly defective goods, the buyer loses the right to have the defect remedied.

9.6 The buyer's remedies for defects shall be limited to repair or replacement, and the seller shall only be obliged to carry out such repair or replacement to the extent the costs thereof does not exceeds the price paid for the goods in question by the buyer.

9.7 It shall be incumbent on the buyer to check that the goods are suitable for its purpose, including the processing the goods have to undergo. Thus, the buyer shall be obliged to check, for example, measurement, quantity and quality; including moisture in wood and boards before the goods is processed.

**10. Delay**

10.1 Not all delays in delivery shall be considered material, ctr. section 21(3) of Danish sales of goods act. If the delay is not material, buyer is not entitled to exercise any remedies. In the event of a material delay, remedies shall be limited to (i) demanding completion of the delivery if the extent the costs thereof does not exceeds the price paid for the goods in question by the buyer, or (ii) cancelling of the order.

**11. LIMITATION OF REMEDIES AND LIABILITY**

**11.1 THE SELLER'S LIABILITY FOR DAMAGES TOWARDS THE BUYER IN RESPECTS OF ANY GOODS SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE PRICE OF SUCH GOODS PAID BY THE BUYER TO THE SELLER, HOWEVER, THIS RESTRICTION DOES NOT APPLY TO DAMAGES CAUSED BY GROSS NEGLIGENCE ON THE PART OF THE SELLER.**

**11.2 FURTHERMORE, THE SELLER SHALL NOT BE LIABLE FOR INDIRECT DAMAGES, INCLUDING OPERATING LOSS, TIME LOSS OR LOST PROFITS.**

**11.3 IN THE EVENT OF DELAY OR DEFECTS, THE BUYER SHALL NOT HAVE ANY OTHER REMEDIES FOR NON-CONFORMITY THAN THOSE STATED ABOVE IN THIS CLAUSE 11 AND IN CLAUSE 9 AND 10.**



## **12. Code of conduct**

12.1 The buyer and seller shall respect human rights as defined by the United Nations and the rights of children to develop and to receive an education, and cannot engage in or tolerate the use of child labour.

## **13. Force majeure**

13.1 The seller shall not be liable when contractual delivery is prevented or delayed due to force majeure.

## **14. Product liability**

14.1 The seller's liability for property damages (*tingsskade*) caused by defective goods meant for commercial use shall be limited in accordance with clause 11.3Error! Reference source not found.. However, this restriction does not apply to damages caused by gross negligence on the part of the seller. If the seller is met with a product liability claim imposed by a third party, the buyer shall be obliged to indemnify the seller to the same extent of liability pursuant to above mentioned stipulation.

14.2 The seller's product liability for (i) damages caused by defective goods meant for personal use and (ii) personal injury caused by defective goods shall be in accordance with the Danish product liability act.

14.3 If both the seller and the buyer are liable towards a third party, the buyer shall bear the full responsibility and indemnify the seller for any loss due to this joint liability, cf. section 11(2) of the Danish product liability act.

14.4 The parties must immediately notify the other party of any possible third-party product liability claim.

14.5 The buyer and seller is mutually obligated to be sued at a court or arbitration, which examines a claim on product liability raised against one of the parties based on damage alleged to have been caused by the defective goods. The liability between the seller and buyer shall, however, always be settled in accordance with clause 15 and the clauses above.

## **15. Disputes**

15.1 In case of any disagreement or dispute between the buyer and the seller, the seller shall reserve the right to choose whether the dispute shall be decided by arbitration or by the ordinary courts of law.

15.2 If the seller wants the matter to be decided by arbitration, the seller and the buyer shall each appoint a member to the court of arbitration after which these members will jointly appoint an arbitrator. In the event of disagreement about the arbitrator, this arbitrator will be appointed by the President of the Danish Maritime and Commercial Court in Copenhagen.

15.3 Any dispute between the Parties shall be decided in Denmark and according to Danish law. The International Sale of Goods Act (CISG) shall not be applicable.

15.4 The venue shall be Copenhagen.