

# Terms and conditions for sale and delivery.

## I. Application

All sales of Bogense Plast's products are made according to the following conditions which have preference to any stipulations laid down in the buyer's order /acceptance, including buyer's general conditions, unless otherwise stated in a written agreement, and in that case with an exact indication of the points from which these sales and delivery conditions are deviating.

In addition, the following stipulations are in force for all sorts of mounting and servicing in relation to Bogense Plast's products, unless otherwise stated in writing.

## 2. Quotation and Order Confirmation

Quotations made by Bogense Plast are open for 30 days from the date of the offer, unless otherwise specified. As far as purchase orders are concerned, an agreement of supply is only made when buyer has received a written order confirmation from Bogense Plast.

Bogense Plast may adjust the shipped quantities by +/-5% from the confirmed quantities.

Order confirmation applies to the terms stated specifically in the order confirmation and not an acceptance of buyer's general conditions.

For mounted and assembled parts, only the work stated in the offer is included. Any work on components and extra work due to component variation will be charged separately.

## 3. Product Information

Bogense Plast manufacture parts according to the information provided by buyer.

Bogense Plast has no responsibility for the correctness of this information.

Bogense Plast will not disclose this information to 3<sup>rd</sup> party without the explicit approval of buyer.

Buyer may during the cooperation with Bogense Plast be allowed access to material describing or demonstrating Bogense Plast's processes and policies. No material must be used or copied by the buyer without Bogense Plast's written permission, neither must it be reproduced, handed over nor brought to the knowledge of a 3<sup>rd</sup> party.

## 4. Price Alterations

Bogense Plast reserves the right to alter prices in case of major changes of rates of exchange, increased prices for raw materials, political events or other conditions which Bogense Plast cannot control, unless a written agreement states that Bogense Plast is not entitled to make such reservation.

## 5. Passing of Risk

Unless directly stated in the order confirmation, all deliveries from Bogense Plast are Ex Works.

The risk for the product is passed upon delivery, unless otherwise agreed in writing.

Such agreements are made in accordance with Incoterms 2010 terminology.

It is the buyer's obligation to inspect the goods on receipt and declare any irregularities, damage to the packaging or product non-conformities.

## 6. Time of Delivery; Delays

The agreed time of delivery is confirmed on basis of the best knowledge at the time of confirmation. If full or partial prepayment has been agreed, it is a condition that such payments actually have been effected.

Bogense Plast is never financially responsible for delays.

Bogense Plast is never responsible for operational losses, loss of profit, loss on goods kept in stock, loss caused by delayed production activities, contract work or any other direct or indirect loss or direct or indirect costs caused by delayed deliveries.

## 7. Payment, Retention of Ownership until Payment is made

Bogense Plast reserves for himself the right of ownership until the agreed price has been paid. Payment must be made at the time stated in the quotation or the order confirmation.

If the buyer does not pay in due time, Bogense Plast reserves for himself the right to charge 1 % interest on late payments for each new month. The same interest is charged if a respite has been

granted. The buyer is not entitled to keep back payments or to set off against asserted claims that have not been accepted by Bogense Plast.

If the buyer does not want to receive the lot at the time agreed, he is obliged to pay as if delivery had been made according to the agreement.

Tooling must be paid in full at the time specified in the quotation regardless of project delays and tool corrections.

Tools, moulds and other production equipment cannot not be released from Bogense Plast if payment for parts and services are unresolved.

## 8. Packing

Bogense Plast will deliver parts bulk packed in disposable packing that is included in the price. Packing material will not be refunded in case of a possible returning.

Multi-way packing will be charged and credited to the customer in case of prompt and safe return, carriage-paid.

The buyer shall reimburse Bogense Plast for any costs or charges for which Bogense Plast becomes legally liable in respect of the removal and disposal of packaging materials.

## 9. Tools

Applied tools which have been debited to the buyer wholly or in part, according to agreement, remain in Bogense Plast's care.

Bogense Plast performs proper maintenance of these tools. If such tools are not used for 3 years, Bogense Plast is no longer bound to keep and maintain them. No liability rests with Bogense Plast for tools lent from the buyer, if they have not been used for 2 years and not been demanded by then.

## 10. Property & Incorporeal Rights

The buyer does not acquire property and / or inventor's rights / other incorporeal rights to any computer programs used for the product, Process parameters nor any drawings, designs, technical solutions or intellectual property etc. whether individually made for the buyer on his account or not.

## 11. Complaints

Immediately on receipt and prior to taking the products into use, the buyer should inspect the goods supplied for damage to packing material and discrepancies in quantity.

If packing material is damaged upon receipt, immediate complaint to carrier should be made.

For Bogense Plast to acknowledge a complaint the following must be fulfilled:

- 1: Complaints for delivered quantity shall be made within 8 days of receipt of parts.
- 2: Complaint on part non-conformity shall be made within 6 months of delivery.
- 3: Parts shall not have been subjected to assembly or processing.
- 4: More than 1% of the total delivery shall be concluded non-conforming.

Complaint shall include the following:

- 1: Information on the order number of the delivery.
- 2: A picture of the Bogense Plast label.
- 3: A picture demonstrating the integrity of the packing material.
- 4: A picture of the non-conformity.
- 5: A description of the non-conformity.

Otherwise, Bogense Plast will not handle the claim or compensate for quantity discrepancies.

## 12. Responsibility for shortcomings

Provided that the agreed terms of payment are kept, complaints are made in due time and criteria for complaints are fulfilled Bogense Plast will compensate buyer the costs for sorting or returning non-conforming parts.

Should it prove impossible to obtain sufficient useable parts from a delivery, Bogense Plast will replace the non-conforming goods under identical shipment terms as the original order.

Bogense Plast is neither responsible for direct nor indirect losses, including operational losses, loss of profit as well as costs or damages etc.

## 13. Liability for causing damages (product liability)

Bogense Plast is responsible for personal injuries according to the legislation concerning product liability.

Bogense Plast is not responsible for damages to real and personal property which occurs while the product is in the buyer's possession. Nor is Bogense Plast responsible for damages to

products made by the buyer or products comprising such parts.

Furthermore, Bogense Plast is only responsible for damages to real and personal property, if it can be proved that the damage is caused by mistakes or negligence made by Bogense Plast or others whom Bogense Plast is responsible for.

Bogense Plast is not responsible for operational losses, loss of profit or other indirect losses.

If a product liability towards a 3<sup>rd</sup> party has been imposed on Bogense Plast, the buyer is committed to indemnify Bogense Plast to the same degree as Bogense Plast's responsibility stated in the three previous paragraphs.

These limitations of Bogense Plast's responsibility are not valid, if Bogense Plast has shown gross negligence.

If the 3<sup>rd</sup> party claims compensation from one of the parties in accordance with this point, he should advise the other party immediately.

The buyer is bound to let the court or arbitration tribunal bring an action against him which deals with claims made against Bogense Plast for damages allegedly caused by the product.

## 14. Force majeure

Bogense Plast's obligations are suspended and can be dropped when missing fulfillment is owing to conditions beyond the Bogense Plast's control.

## 15. Consumers' Purchases in Denmark

For consumers' purchases in Denmark the stipulations laid down in the Sale of Goods Act take precedence over these sales and delivery terms.

## 16. Venue and Law

Any dispute arising out of the contract shall be settled before a (Danish court).

(The venue is „So- og Handelsretten“ in Copenhagen). However, Bogense Plast is entitled to demand arbitration according to the general rules of the (Danish court).

(The Court of Arbitration is set up in Copenhagen). Settlement through arbitration does not exclude the possibility of an injunction or that other preliminary remedies can be carried through at the relevant revenue.