

TERMS OF SALE AND DELIVERY

The Terms of Sale and Delivery for out-sider A/S, Kigkurren 8A, 2300 Copenhagen S, Denmark (CVR 30357361, hereinafter called out-sider, shall apply to all orders – and prevail over any such terms or similar terms from a customer – unless the terms are dispensed from by express written agreement. The Terms of Sale and Delivery shall be subject to changes periodically and without notice

ORDER CONFIRMATION

When submitted, the order is binding. Upon out-sider's written confirmation of the order, a final agreement on sale and delivery of goods has been entered into. The order is accepted subject to goods, raw materials and the like being available. If unforeseen difficulties arise or if unsatisfactory credit information about the customer is obtained after the acceptance of the order, out-sider will be entitled to cancel the confirmed order exempt for liability of any kind or to demand provision of a fully adequate bank guarantee. The customer's cancellation of the confirmed order can only be accepted with prior written consent from out-sider. We accept no liability for typographical errors.

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The goods shall be delivered in accordance with ICC Incoterms 2010. Unless otherwise specifically agreed and stated in the order confirmation the term shall be ex. works warehouse. Out-sider may, depending on the circumstances, assist in arranging dispatch of the ordered good on the customers' expense.

DELIVERY TIME AND DELAY

The delivery time will be stated in the order confirmation. Out-sider shall be entitled to postpone the delivery time by fourteen (14) days and shall immediately notify the customer in writing of any such postponement. In the event of force majeure, cf., however, the provisions below, delivery may be postponed until the obstacle ceases and ordinary trading and transport become possible.

DELIVERY TIME AND DELAY

Out-sider reserves the ownership of the delivered goods until full payment is effected by the customer. All costs incurred in connection with the enforcement of the retention of title shall be paid by the customer

PRICES

All prices of out-sider are stated in DKK / EUR and are exclusive of VAT. The prices are subject to changes in customs duties, other duties and exchanges rates, misprints and may be changed until delivery is made. Out-sider will inform the customer of any price changes. The customer shall be free to fix his resale prices.

PAYMENT

Unless otherwise agreed in writing, payment from the customer to out-sider will be against invoice and is due for payment as stated in the order confirmation or invoice. Default interest will be charged after the due date in the event of non- payment. Out-sider may postpone delivery of orders or cancel orders by written notice and without incurring any liability for this if the customer is in arrears with payment for previous consignments delivered. Out-sider reserves the right to cancel the order if payment is not made on the due date. Any financial loss that out-sider incurs as a result hereof shall be compensated fully by the customer.

COMPLAINTS AND REMEDIES

Any complaint shall be submitted in writing, and must be received by the out-sider not later than eight (8) days after delivery or - if delayed - expected delivery of the goods. In the event of non-visible damage, the complaint shall likewise be submitted not later than eight (8) days from when the defect or deficiency could have been ascertained upon careful inspection, however, not later than 3 months after the delivery date. If a part of the order is not delivered or is delayed or if part of the order is defective or deficient, the order may only be cancelled for this part of the order. Photo Material must be included to the extent possible.

Any complaint must be specific, documented and contain a precise specification on the contents of the complaint. No returns will be considered without prior written approval by out-sider.

If the packaging is damaged on arrival or bears visible signs of defects, the receiver must take reservation on the waybill for any damage to the contents. If the shipment is received and signed without any objection, it cannot later complain about transport damage to the goods.

7. EXEMPTION FROM LIABILITY (INCLUDING FORCE MAJEURE)

The Parties shall not be liable if the following non-exhaustive circumstances of force majeure occur and prevent or postpone the performance of the Agreement: war and mobilization, riot and civil unrest, acts of terrorism, natural disasters, strikes and lockouts, scarcity of goods, faults, defects or delay in delivery from sub-suppliers or if sub-suppliers are otherwise hit by the present circumstances, fire, lack of means of transportation, exchange control regulations, import and export restrictions, death, illness or absence of key staff members, computer viruses or any other circumstances that are beyond the Parties direct control. In such case, the Party shall be entitled to postpone fulfillment of the obligation until the obstacle has ceased or, alternatively, to cancel the Agreement in full or in part without incurring any liability for this, if the obstacle causes fulfillment to be postponed for more than six (6) months.

8 LIMITAION OF LIABILITY

Out-sider shall, to the extent permitted by applicable laws, and in respect of any legal basis for the claim, including product liability, **not be responsible** for any product liability or for any direct or indirect business interruption loss, consequential loss, loss of profit, or any other loss whatsoever. In any event, the maximum liability shall be equal to repayment by out-sider to the customer of the payment made for the delayed or defective part of the order.

9 VENUE AND GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Danish law, disregarding the Danish choice of law rules to the extent that such rules would otherwise lead to the application of any other law than Danish law. The Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Irrespective of the above mentioned in Article 9, and in the event debt collection by out-sider is required, out-sider may at its own discretion decide to recover the debt at the customer's venue in accordance with the applicable law in the relevant country.