

# GENERAL TERMS OF SALES AND DELIVERY

Version 03-2022

## 1. Validity

The general terms of sales and delivery hereafter apply to all quotations, sales, and deliveries.

## 2. Offers

All offers are submitted subject to intermediate sales, cf. 4. If the seller submits an offer that does not specify a special acceptance deadline, the offer lapses if acceptance has not reached Seller within 8 days from the date of the offer.

## 3. Framework agreement

By entering into a framework agreement, Seller undertakes to deliver to the Buyer a number stipulated in the framework agreement for a specified period, and the Buyer undertakes to purchase from Seller the number stipulated in the framework agreement within the stipulated period.

If the frame is not delivered 100% at the end of the frame agreement, both parties are obliged to make an agreement to waive the remaining number.

In the event of an extension of the framework agreement period, a financing surcharge is imposed on the price of the goods, for storage of the goods in WILLBRANDT's warehouse.

If the Buyer does not want delivery of the remaining quantity, Seller is entitled to demand the full value to which the remaining quantity amounts, as well as an amount for correct disposal of the goods.

## 4. Intermediate Sales

Until the Buyer's acceptance has reached Seller, Seller is entitled to enter into an agreement with a third party concerning the goods quoted with the result that the quotation to the Buyer lapses without further notice.

## 5. Pris

**5.1** WILLBRANDT has a minimum order amount of DKK 2,000 excl. VAT and 275,- in Euro.

If the order is below the minimum order amount, a handling fee of DKK 500 or 75,- in Euro will be charged.

**5.2** All prices are stated in Danish kroner or in Euro and exclusive of VAT. Until the date of delivery the Buyer is obliged to accept price adjustments as a result of documented increased costs beyond Seller's control in consequence of changes in exchange rates, customs duties, taxes, duties, pandemics, war, etc. concerning the agreed delivery.

**5.3** In case of cut-off or customized deliveries, if any, the Buyer pays the surplus material.

**5.4** If the goods sold are covered by a price list used by Seller, the pricing will be based on the price list valid on the date of delivery.

## 6. Payment

**6.1** Payment must be made not later than the date stipulated in the invoice as the last timely payment date. If no such date is stated, payment must be made in cash upon delivery.

**6.2** If delivery is postponed due to circumstances at the Buyer's circumstances (claimant's default), the Buyer is - unless otherwise informed in writing by Seller - still liable to effect any payment to Seller as if delivery had taken place at the time agreed upon.

**6.3** If payment is made after the due date, Buyer is liable to pay penalty interest on the overdue amount at a rate of 2% per commenced month. Likewise, WILLBRANDT can add a reminder fee and compensation fee to the reminder letter Cf. legislation.

**6.4** The Buyer is not entitled to set-off any counterclaims against Seller, which are not accepted in writing by Seller, and he has no right to retain any part of the purchase sum due to counter claims whatsoever.

**6.5** Full invoice amount must be received - payer's bank charges may not be deducted from transferred amount. Seller is solely responsible for own bank charges. Buyer likewise.

## 7. Retention of ownership

**7.1** With the limitations that follow from mandatory legislation, Seller retains the title to the sold goods until the entire purchase sum including expenses incurred has been paid in full to seller, or to the person to whom he has transported his right.

**7.2** In case of conversion or processing of the goods sold the ownership remains with Seller in such a way that it covers the converted or processed subject into an extent corresponding to the value represented by the goods sold on the date of sale.

## 8. Delivery

**8.1** Delivery takes place from the seller's address or factory, regardless of whether by Seller's own staff or by a third party in accordance with a separate agreement with the buyer delivers what is sold to the buyer. Delivery takes place Ex Works according to Incoterms 2020 and ex. packaging.

**8.2** The time of delivery may be an exact date or a specific time after the date of entering the agreement. It is a condition that all information necessary to execute the order on the date agreed upon is brought to Seller's knowledge.

**8.3** In case the order includes products not available from Seller's stock on the ordering date Seller is liable to notify the Buyer immediately and to indicate the expected delivery date.

**8.4** If delivery is not effected within the time of delivery stated, the Buyer is entitled only in written notice to Seller to claim delivery and stipulate a reasonable time-limit and here by indicate that he intends to cancel the agreement if delivery is not effected before the date stated. If delivery is not effected within the stipulated day, the Buyer is entitled to cancel the agreement in writing to the Seller.

**8.5** If the Buyer cancels the agreement acc.to clause 8.4, he is entitled to claim damages for the expenses incurred in connection with buying corresponding goods from another supplier. Beyond this the Buyer is not entitled to any kind of compensation whatsoever due to the delay. Seller has thus no responsibility for the delay - this applies to any loss caused by the delay including loss on operations, loss of earnings, and other financial losses.

**8.6** If the delay is caused by circumstances on part of Seller as stated in clause 14.3, the time of delivery is prolonged by the period corresponding to the duration of the obstacle. However, both parties have exempt from responsibility the right to cancel the agreement if the obstacle has lasted for more than 3 months. The present stipulation applies no matter whether the cause of the delay occurs before or after the expiration of the time of delivery agreed upon. Seller reserves the right to partial delivery.

**8.7** As to individually produced goods and drop shipment sales direct from works a margin of +/-10 % of the specified quantity is reserved.

**8.8** Calculation of weight, piece or length specification is made in accordance with usual practice.

## 9. Shipment

**9.1** All shipments made by Seller by truck are conditional on the place of unloading being accessible by passable road.

**9.2** The Buyer is responsible for immediate unloading. Waiting time, if any, is for the Buyer's account.

## 10. Packaging

**10.1** Packaging of the goods is for the Buyer's account unless it is expressly stated that packaging is included in the price.

**10.2** Return of packaging is accepted only according to separate agreement.

## 11. Product information

**11.1** Certificate is supplied only according to previous agreement in writing together with the order. Seller inspects that the certificate includes the goods delivered, but do not inspect the contents of the certificate.

**11.2** Drawings, specifications etc. which have been delivered to the Buyer before entering into the agreement remain Seller's property and must not be disclosed on without a written permission or otherwise misused.

**11.3** The responsibility rests with the Buyer that the technical data and all material/products correspond to his actual needs/application.

**11.4** If the product has not been ordered according to a Standard or a known quality description, it will be supplied in normal commercial quality without any liability for special quality requirements.

## 12. Product modification

Seller retains the right to change the agreed specification if it can be carried out without inconvenience for the Buyer.

## 13. Deficiencies and claims

**13.1** The Buyer must immediately upon receipt examine the goods sold as prescribed according to proper trade custom.

**13.2** If the Buyer wants to claim a defect, he must immediately after the defect has been or could have been detected by ordinary watchfulness inform Seller in writing and state the nature of the defect. If the Buyer has detected or should have detected the defect and does not submit a Claim as stated above, the claim cannot be set up at a later time. In case no defect exists subject to Seller's liability, Seller has a right to reimbursement of the labour and costs unnecessarily caused by the claim.

**13.3** The remedy for a defect is at Seller's discretion either repair or replacement of the goods sold. If the defect hereby is remedied, the Buyer has no claims based on the defect.

**13.4** If repair or replacement according to clause 13.3 does not take place within reasonable time, the Buyer is in accordance with Danish Law and the present terms of sales and delivery entitled to cancel the agreement, claim reduction in the purchase price or claim compensation.

**13.5** If within 12 months after the date of delivery, the Buyer has not submitted a notice of the defect to Seller he cannot claim compensation at a later time. If the goods sold are exposed to more intensive usage than agreed or could be foreseen when entering into the agreement, the 12 months period is shortened proportionally. For a period of 12 months Seller has the same liability for parts which have been replaced or repaired according to clause 13.3. as for the goods originally sold. However, for no part of the goods sold Seller's deficiency liability can exceed 18 months after the original date of delivery.

**13.6** Modification of or conversion in the goods sold without Seller's written consent releases Seller from any obligation whatsoever.

## 14. Limitation of liability in case of delays or deficiencies

**14.1** Any claim for compensation or claim for proportional reduction of the purchase sum against Seller cannot exceed the amount paid for the goods sold.

**14.2** Seller is not liable for loss on operations, loss of earnings or

other indirect losses caused by the agreement including indirect losses due to delays or deficiencies of the goods sold.

**14.3** The following circumstances cause exemption from responsibility for Seller if they hinder the execution of the order or make the execution unreasonably burdensome: industrial conflicts or any other circumstance beyond the parties' control such as fire, pandemics, war, mobilization or unforeseen military call-ups to a corresponding extent, requisition, confiscation, currency restrictions, riots and civil commotion, lack of means of transport, common shortage of goods, restrictive measures of driving power as well as deficiencies in or delays of deliveries from sub-suppliers and suppliers due to any of the circumstances stated in this clause. Circumstances as stated above which occurred before the making of the quotation/entering of the agreement cause exemption from responsibility only if their effect on the fulfilment of the agreement was to be foreseen prior to that date.

**14.4** Seller is liable to notify the Buyer immediately in writing if such circumstances as stated in clause 14.3 occur.

## 15. Warranty

If the manufacturer has drawn up a written warranty covering the goods it will be passed on to the Buyer only if it appears from the warranty that the liability rests solely with the manufacturer in relation to the Buyer's/Buyers' purchaser as claims for payment according to a warranty by the manufacturer can be set up only towards the manufacturer.

## 16. Return of goods

**16.1** The goods sold can be returned only according to previous agreement in writing and goods returned must be in undamaged condition and in the original packaging. Fixed size material is not returnable.

**16.2** In cases based on a written return agreement the Buyer is credited with the goods returned according to the rules in force concerning returned goods at Seller's at the date of the returning.

**16.3** In those cases where the Buyer is entitled to cancel the agreement or if the goods sold are returned to Seller with replacement or repair of deficiencies in mind, the goods sold shall be returned to the Seller in original packaging and for the Buyer's account and risk. If Seller is charged with shipping costs etc. Seller is entitled to claim compensation from the Buyer and to set off these in the Buyer's claim against Seller, if any.

**16.4** If the sold item is returned to the Seller for the purpose of exchanging or remedying defects, the sold item must be sent to the Seller in original packaging and at the buyer's expense and risk. The commodity is considered the property of the Buyer until the complaint has been processed. In cases where the complaint is accepted, the buyer's expenses for transport are reimbursed. To the extent that the Seller incurs shipping costs, etc., the Seller is entitled to demand these reimbursed by the Buyer and set them off against the buyer's possible claims against the Seller. After completion of the repair or replacement, the Buyer is obliged to pick up the repaired or replaced item from the Seller at his own expense and risk.

**16.5** Goods specially procured for the Buyer and not being Seller's ordinary stock items cannot be returned.

## 17. Product liability

As to product liability applicable law in force at any time in Denmark applies. If mandatory legislation does not state otherwise the Seller is not responsible for loss on operations, loss of earnings or other indirect loss.

## 18. Transfer of rights and obligations

According to the agreement Seller is entitled to transfer all rights and obligations to a third party.

## 19. Disputes

In case of any legal dispute between the parties, Danish Law shall apply

