



Mariager, May 2022

## TERMS AND CONDITIONS OF PURCHASE

Aage Vestergaard Larsen A/S ("AVL")  
Klostermarken 3  
9550 Mariager  
Denmark  
Tel. +45 98541655  
VAT number: DK34228914

### 1. Contractual basis

- 1.1 These terms and conditions of purchase ("**the Terms**") apply to AVL's purchase of products from the seller.
- 1.2 Other conditions, customs and the like, including the seller's conditions, do not apply, regardless of whether the seller has referred or may refer to them in offers, order confirmations, e-mails, letters, on the website, etc., unless these are in writing and expressly accepted by AVL.

### 2. Offers, orders and acceptance

- 2.1 Offers from the seller that do not specify a specific acceptance period will lapse if the seller has not received AVL's acceptance within 8 days of the date of the offer.
- 2.2 An agreement between the parties ("**the Agreement**") is only concluded when the seller has received an acceptance from AVL.
- 2.3 Sales material, manuals, descriptions, etc. are binding on the seller and this material will form part of the basis of the Agreement.

### 3. The products

- 3.1 The seller must deliver the products and in the quantity specified in the Agreement ("**the Products**").
- 3.2 The Products must be of the usual high quality in terms of design, materials and workmanship, and they must be suitable for AVL's purpose with the purchase.

### 4. Delivery

- 4.1 Delivery takes place DPU (Incoterms 2020) Klostermarken 3, 9550 Mariager. Title to the Products is transferred upon delivery.

### 5. Delivery time, etc.

- 5.1 The seller must deliver the Products as soon as possible. If delivery on a specific date is agreed in the Agreement, the delivery must take place on that date in accordance with clause 5.2.
- 5.2 The seller may postpone the agreed delivery date:
  - a) as a result of agreed changes to the Agreement which reasonably require a later delivery date; or
  - b) as a result of force majeure in accordance with clause 13.
- 5.3 If delivery is delayed by more than 2 days without the seller being able to postpone the delivery date in accordance with clause 5.2, AVL may terminate the Agreement in writing. AVL must then decide whether to terminate the Agreement in full or only for the Products that are delayed.



5.4 If the delivery is delayed, without the seller being able to postpone the delivery date in accordance with clause 5.2, AVL may demand payment of a contractual penalty of 2.00% of the Purchase Price per commenced week the delay lasts or until AVL cancels the Agreement in accordance with clause 5.3.

## 6. Returned products

6.1 Seller must take back Products if the following conditions are met:

- a) The Products are undamaged;
- b) The Products are returned within 6 months of the date of delivery;
- c) The Products are marked with the order number; and
- d) The Products are not special commodities.

6.2 For Products returned in accordance with clause 6.1, the seller must refund the Purchase Price. AVL must return the Products to the place where delivery took place.

## 7. Prices

7.1 AVL must pay the price for the Products incl. packaging agreed in the Agreement ("**the Purchase Price**").

7.2 The Purchase Price and other prices in seller's offers, order confirmations and other references are stated in Danish kroner (DKK) excluding VAT.

7.3 The Purchase Price and other prices can only be changed by written agreement between the parties.

## 8. Terms of payment

8.1 The seller may only invoice Products once these have been delivered.

8.2 The terms of payment is current month plus 30 days after receipt of invoice. If payment is not made on time, interest of 0.5% per month or part thereof will be added to the amount due until payment is made.

8.3 AVL may set off any counterclaims against amounts due.

## 9. Duty to give notice of breach

9.1 If AVL wishes to invoke Defects, AVL must notify the seller in writing within a reasonable time after AVL has discovered the Defect and no later than 3 months after the time of delivery.

## 10. Liability for Defects

10.1 If the Products are not of the usual high quality in terms of design, materials or workmanship, or they are not fit for AVL's purpose of the purchase, there is a defect ("**the Defect**").

10.2 In case of Defects, the seller must remedy the Defect immediately. Remedy includes AVL's decision to either repair, redeliver in accordance with clause 5 or refund the Purchase Price.

10.3 If AVL has decided that the remedy must be in the form of repair or replacement and the seller has not initiated or completed the remedy in accordance with clause 10.2, AVL may have a third party carry out the remedy at the seller's expense and risk.

## 11. Product liability

11.1 The seller is liable for personal injury and damage to property caused by the Products, regardless of whether the damage is due to the seller's acts or omissions.

## 12. Liability

12.1 The seller is liable for AVL's losses and costs arising from seller's breach of the Agreement or seller's acts or omissions.

## 13. Force majeure

13.1 The seller is exempt from liability for any breach of the Agreement if this is due to sudden and extraordinary circumstances beyond AVL's control and which the seller could not have taken into account prior to the conclusion of the Agreement.

13.2 The exemption from liability must only apply while the circumstances in question prevail.

13.3 If the circumstances last or are expected to last longer than 7 days, either party may terminate the agreement.



**Aage Vestergaard Larsen A/S**  
*Mere end 45 års erfaring med genanvendelse af plast*



**14. Choice of law and venue**

14.1 Disputes are settled by the Court in Aalborg according to Danish law.