



Mariager, May 2022

## TERMS AND CONDITIONS OF SALE

Aage Vestergaard Larsen A/S ("AVL")  
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Denmark  
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### 1. Contractual basis

- 1.1 These terms and conditions of sale ("**the Terms**") apply to AVL's sale of products to the buyer and to AVL's processing of materials supplied by the buyer.
- 1.2 Other conditions, customs and the like, including the buyer's conditions, do not apply, regardless of whether the buyer has referred or may refer to them in orders, 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 AVL that do not specify a specific acceptance period will lapse if AVL has not received written acceptance from the buyer within 8 days of the date of the offer.
- 2.2 An agreement between the parties ("**the Agreement**") is only concluded when AVL has received an acceptance from the buyer that is consistent with AVL's offer.
- 2.3 Sales material, instructions, descriptions, etc. are indicative and not binding on AVL, and this material is only binding to the extent that the Agreement expressly refers to the material.

### 3. The products

- 3.1 AVL 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 materials and processing.

### 4. Delivery

- 4.1 Delivery takes place Ex Works (Incoterms 2020) Klostermarken 3, 9550 Mariager, Denmark.

### 5. Delivery time, etc.

- 5.1 AVL 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 AVL may postpone the agreed delivery date:
  - a) as a result of agreed changes to the Agreement which reasonably require a later delivery date;
  - b) as a result of delays in deliveries or work carried out or commissioned by the buyer;
  - c) if work on the Products must be stopped or delayed due to a governmental order;
  - d) due to the nature of materials delivered by the buyer for processing by AVL;
  - e) as a result of non-delivery or defective delivery by subcontractors; or



- f) as a result of force majeure in accordance with clause 15.
- 5.3 In the event of postponement of the delivery date pursuant to clause 5.2 a), b), c) or d), AVL may also adjust the Purchase Price upwards with the costs incurred by AVL as a result of the postponement.
- 5.4 If the delivery is significantly delayed without AVL being able to postpone the delivery date in accordance with clause 5.2, the buyer may cancel the Agreement in writing if the buyer can prove that the delay causes significant inconvenience to the buyer. If the delay only applies to part of the Products, the buyer may only terminate the Agreement with regard to those Products. If the delay applies to Products made according to the buyer's instructions or specifications, or if the Products are of a nature not usually stocked by AVL, the Agreement may only be terminated by AVL if the delay is substantial and results in the loss of the purpose of the purchase by the buyer and this purpose was known to AVL at the time the Agreement was concluded.
- 5.5 If the delay is due to AVL's negligence, the buyer may claim compensation for their direct loss as a result of the delay. However, the compensation may not exceed 1% of the part of the Purchase Price covering the delayed Products proportionately per full week of delay, and the compensation may amount to a maximum of 10% of the part of the Purchase Price covering the delayed Products proportionately. AVL does not assume any further liability, and the buyer has no other remedy for non-conformance due to delayed delivery.
- 6. Retention of ownership until payment is made**
- 6.1 AVL retains the ownership of the Products until the buyer has paid the Purchase Price and any other relevant debts to AVL.
- 7. Returned products**
- 7.1 As a rule, AVL does not accept the return of products. AVL will only take back Products in exceptional cases, provided that this is done by written agreement between the parties and where the following conditions are met:
- a) The Products are clean and undamaged (also applies to any packaging);
  - b) The Products are returned within 2 months of the date of delivery;
  - c) The Products are marked with the order number; and
  - d) The Products are not special commodities.
- 7.2 For Products returned in accordance with clause 7.1, AVL will refund 75% of the Purchase Price and the buyer must pay the shipping costs of the return.
- 8. Prices**
- 8.1 The Buyer must pay the price for the Products agreed in the Agreement ("**the Purchase Price**").
- 8.2 The Purchase Price and other prices in AVL's offers, order confirmations and other references are stated in Danish kroner (DKK) excluding VAT, customs duties, taxes, etc.
- 8.3 The Purchase Price and other prices are subject to change, taking into account documented changes in material prices, consumption and energy prices, prices from subcontractors, changes in government taxes, customs, etc., which cause an increase in AVL's costs. If the nature of the delivery changes, or if AVL's costs increase in any other way caused by the buyer's circumstances, the Purchase Price is subject to adjustment.
- 8.4 Any payment for packaging will be agreed separately.
- 9. Terms of payment**
- 9.1 AVL may invoice Products once they are delivered.
- 9.2 The terms of payment is net cash upon receipt of invoice. If payment is not made on time, interest of 2% per month or part thereof will be added to the amount due until payment is made.
- 9.3 Payment terms other than those stated in clause 9.2 may be agreed if AVL can obtain credit insurance.
- 9.4 The buyer may not set off any counterclaims against amounts due unless AVL has approved the set-off in writing.
- 10. Claimant's default**
- 10.1 If the buyer does not collect the Products at the time of delivery, AVL may store and insure the Products at the buyer's expense and invoice for them in accordance with clause 9.1.



10.2 If the buyer does not collect the Products despite AVL's written request, AVL may sell the Products at the buyer's expense regardless of the nature of the Products.

**11. Duty to give notice of lack of conformity and duty of inspection**

11.1 The buyer must thoroughly inspect the Products for visible Defects at the time of delivery.

11.2 If the buyer wishes to invoke Defects that could have been discovered during an inspection pursuant to clause 11.1, the buyer must notify AVL of this in writing within 8 days after delivery. The notice must contain a description of the Defects claimed.

11.3 If the buyer wishes to invoke Defects that could not have been discovered during an inspection pursuant to clause 11.1, the buyer must notify AVL of this in writing immediately after the buyer has discovered the Defect and no later than 3 months after the time of delivery. The notice must contain a description of the Defects claimed.

11.4 The buyer may not invoke Defects that are not notified to AVL in accordance with clause 11.2 or 11.3.

**12. Liability for Defects**

12.1 If the Products are not of the usual high quality in terms of materials and processing, and this is not due to the Buyer's or third parties' actions or omissions or the quality of materials provided by the buyer for the purposes of AVL's processing, there is a defect ("**the Defect**").

12.2 The buyer bears the risk for materials delivered by the buyer for processing by AVL.

12.3 In case of Defects, AVL must, by choice, either remedy the Defect by repair, by redelivery in accordance with clause 5 or by refunding to the buyer that part of the Purchase Price which proportionately covers the defective Products.

12.4 AVL is neither liable nor bears the risk for remedial action taken by anyone other than AVL.

**13. Product liability**

13.1 AVL is only liable for personal injury and damage to property caused by the Products if the liability results from mandatory rules in the Product Liability Act. In addition, AVL is not liable for personal injury or damage to property caused by the Products.

13.2 AVL is liable for damage to materials delivered by the buyer for processing by AVL, which is caused by AVL's negligence.

**14. Limitation of liability**

14.1 AVL is not liable for the buyer's indirect losses and costs, such as operating loss, loss of profit, loss of time, lost delivery, lost earnings and the like.

14.2 AVL's liability is limited to 20% of the Purchase Price. However, AVL's liability under clause 13 is limited to DKK 5,000,000.00.

14.3 The buyer must indemnify AVL against any liability of AVL to third parties arising from:

- a) acts or omissions of the buyer;
- b) the buyer's breach of the Agreement; or
- c) personal injury or damage to property caused by the Products for which AVL is not liable under the Terms.

**15. Force majeure**

15.1 AVL is not liable for breach of the Agreement if this is due to circumstances beyond AVL's control.

15.2 The exemption from liability also applies if the circumstances in question affect AVL's subcontractors.

15.3 The exemption from liability must apply for as long as the circumstances in question prevail.

15.4 If the circumstances last or are expected to last longer than 8 weeks, either party may terminate the Agreement.

**16. Choice of law and venue**

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