

GENERAL TERMS OF SALE AND DELIVERY FOR ROPOX A/S

GENERAL

The terms set forth below shall apply to all sales and deliveries by ROPOX A/S (hereinafter mentioned as ROPOX), unless otherwise agreed in writing.

OFFER AND ACCEPTANCE

Conclusion of an agreement shall be contingent on a specific offer having been unambiguously accepted. The customer's purchase order, acceptance etc. shall not be binding for ROPOX until issue of a written order confirmation.

An offer submitted by ROPOX shall become void if acceptance has not been received by ROPOX within twelve weeks from the date of offer unless another deadline has been stated in the offer or if it is cancelled or replaced by a new offer before acceptance.

ORDER CONFIRMATION

An order shall only be considered accepted by ROPOX when a written order confirmation has been submitted to the buyer. Special conditions specified by the buyer in the order shall not be ROPOX, unless ROPOX has accepted – and confirmed – such special conditions.

MODIFICATION OR CANCELLATION OF ORDERS

Modification or cancellation of orders shall be reported to ROPOX two days after the date order confirmation has been received, at the latest. In the event of modifications or cancellations received by ROPOX later than two days from date of received order confirmation, the costs entailed in the modification or cancellation may be charged to the buyer. Also, the date of delivery may be postponed as considered necessary under the circumstances.

PRICES

The prices of price lists and invoices are excl. VAT. In addition, freight costs, pallets and other wooden packaging shall be invoiced. ROPOX reserves the right to adjust the accepted prices in case of currency fluctuations, increased material prices, changes in labour costs, government interventions or other circumstances beyond the control of ROPOX.

DELIVERY

Deliveries shall be Ex Works Næstved (Incoterms 2020), unless otherwise agreed with the buyer. Freight costs, insurance, handling costs etc. shall be paid by the buyer, unless otherwise agreed.

SHIPMENT AND PACKAGING

Unless otherwise agreed, shipment and packaging shall be arranged by ROPOX in a way considered most suitable by ROPOX. ROPOX shall not be responsible for delays, damage, loss or disappearance in transit in connection with shipments.

TIME OF DELIVERY

The times of delivery stated are estimated and shall be observed, whenever possible. ROPOX shall not be responsible for the consequences of a delay and the delay shall not entitle the buyer to cancel the order unless it exceeds three months. The time of delivery stated shall apply subject to other orders received before acceptance.

The times of delivery specified in the price list are subject to non-working days, summer and Christmas holidays.

For larger project orders, the time of delivery shall be agreed upon in each individual case.

In case of successive deliveries, each shipment shall be considered an independent delivery. Thus, in case of an incomplete or defective delivery, the buyer shall not be entitled to cancel the agreement as far as the other deliveries are concerned.

TITLE RETENTION

ROPOX shall retain ownership of the goods delivered until receipt of payment.

PAYMENT

Payment shall be received by ROPOX on the final date of payment stated in the invoice.

A buyer has to be approved for credit as a precondition for credit granting. If that is not the case ROPOX will require another guarantee of payment, for example bank guarantee.

RIGHTS

The product construction and design rights belong to ROPOX. Products shall not be copied or passed on to third parties with a view to copying. All drawings and descriptions submitted to the buyer shall remain the property of ROPOX and shall not be copied, passed on or disclosed to third parties without the consent of ROPOX.

In case of violation of construction and design rights, the buyer shall pay:

- ☐ Compensation to ROPOX for any loss resulting from illegal copying.
- ☐ All costs incurred by ROPOX in connection with legal copyright claims.
- ☐ All other costs incurred by ROPOX in connection with copyright claims.

In case of violation by ROPOX of third-party copyrights, patents, trademarks, or the like as a consequence of participation in the buyer's development projects based on the buyer's requirements and specifications, the buyer shall cover all costs incurred by ROPOX as a result of lawsuits and claims for damages by a third party.

PRODUCT MODIFICATIONS

ROPOX reserves the right to modify its products without prior notice, provided that the technical specifications of the agreement shall remain unchanged. This also applies to products already ordered.

INFORMATION AND APPROVALS

ROPOX shall not be responsible for errors in catalogues, brochures, and other printed material or for misinterpretations of information given therein. Proposals, advisory and other services shall be used by the buyer on his own responsibility, whether stated in catalogues, brochures and other printed material published by ROPOX.

Drawings, descriptions, design proposals and the like prepared by ROPOX shall not be copied or passed on to third parties without the written consent of ROPOX.

The buyer shall be responsible for correct installation, use and operation of the ROPOX products in accordance with current legislation.

THE BUYER'S DUTY TO CHECK AND COMPLAIN

Immediately upon receipt of a consignment, the buyer shall check that the products supplied are identical with the products of the order confirmation as regards type, number, price, performance, etc. If the buyer wants to complain of a deviating consignment, the complaint shall be submitted to ROPOX immediately and not later than seven days after receipt of the consignment. If the customer uses own shipping agent, ROPOX shall not be liable for damage or defects occurred in transit, and such complaints shall be submitted to the shipping company.

REMEDY OF DEFECTS

The buyer's complaint of a defective product shall be submitted to ROPOX in writing within twenty-four months of the date of delivery at the latest.

During the first six months after receipt of the goods, the burden of proof shall lie with ROPOX. After that, the buyer shall bear the burden of proof. At its sole discretion, ROPOX may decide to carry out a repair or supply a replacement product if a defective product is identified. Repair or replacement can only be effected when inspections carried out by ROPOX have shown a defect resulting from faulty workmanship, design and/or materials. If a defective component is identified before the claim's deadline, and on request by Ropox A/S, it shall be sent to ROPOX insured and carriage paid, accompanied by a delivery note stating the reason for the return. Components shall be returned without attached parts. Return of repaired components shall be paid by ROPOX, who shall take over the replaced parts. Apart from this, ROPOX shall assume no further obligations. Labour costs in connection with dismounting and mounting shall not be reimbursed. The free repair shall be contingent on the terms of agreement being observed. Besides, the products sold shall not have been modified, repaired, or used for unintended purposes contrary to the given instructions. Also, installation and operating conditions shall have been in accordance with the given instructions. ROPOX shall not be liable for operating loss, lost profit or any other financial loss resulting directly or indirectly from defective products supplied by ROPOX.

PRODUCT LIABILITY

ROPOX shall be liable for product defects according to applicable Danish law but shall not assume any liability in excess of that specified in the law.

ROPOX shall not be liable for operating loss, lost profit, lost income, any other financial loss or indirect loss resulting from direct or indirect damage caused by the ROPOX products.

Insofar as ROPOX may be held responsible towards a third party, the buyer shall be obliged to indemnify ROPOX. If a third party asserts a claim against one of the parties for liability to pay damages pursuant to this clause, the party in question shall notify the other party immediately.

RETURNED GOODS (IN COMMISSION)

Goods sold by ROPOX shall only be accepted for return subject to prior written agreement and allocation of a return order number, failing to comply with this, the goods shall be returned to the buyer on his account. Returned goods shall not be damaged or have been used and the packaging shall be undamaged.

Returned goods shall be credited at 75 % of the original price, provided that the goods meet the requirements specified above.

Customised products shall not be accepted for return.

GOODS ON APPROVAL

Goods shall be delivered on approval for a maximum period of 30 days.

After that, the buyer shall be charged the price of the goods, unless otherwise agreed with ROPOX.

The buyer shall be liable for returning the goods in the undamaged packaging and in their original condition. Besides, the above rules concerning returned goods shall apply.

FORCE MAJEURE

ROPOX shall not be responsible for delays or obstructions resulting from force majeure and other circumstances beyond the influence and control of ROPOX, including war, riots, strikes, lockouts, blockades, embargo, seizure, exchange controls, fire, vandalism, natural catastrophes, general scarcity of goods and delayed deliveries from sub-suppliers.

CONFIDENTIALITY

The buyer shall be liable to keep any confidential information exchanged in connection with the business relationship with ROPOX secret to any third party.

DISPUTES

ROPOX shall be entitled to decide whether questions of doubt arising out of the agreement shall be settled by arbitration or by court of law. If ROPOX chooses judicial decision, the legal venue shall be that of ROPOX. All disputes shall be settled according to Danish law.

If the buyer is domiciled abroad, arbitration proceedings shall be in accordance with the rules laid down by the International Chamber of Commerce (ICC) in Copenhagen.