General sales- and delivery conditions

At Weiss ApS

1. **In general -** all deliveries from Weiss to the costumer is in accordance with the present terms and conditions as far as they do not derogate from any written agreement. If nothing else appears from the present terms and conditions, NLS 95 is applicable.

2. **Orders and offers -** a final and binding agreement between Weiss and the costumer are not concluded until a written confirmation of the costumers order is signed by Weiss. When there is a difference between the signed confirmation and the costumers order, the signed confirmation is valid.

3. **Prices -** offers and prices indicated in pricelists, and signed confirmations do not include: VAT, packaging, postage and other supplementary payments, these will be added to the invoice.

4. **Delivery and quantity -** any time of delivery given by Weiss is an estimate and therefore not binding, unless a specific agreement has been made for the whole delivery or part of it.
   If a delivery clause is applied, it will be interpreted in accordance with the current incoterms.
   If there is no clause, the delivery will be regarded as “Ex Works” (ex-factory) The Weiss warehouse in Hadsund.
   Responsibility for the product passes to the buyer upon delivery.
   Has it been agreed that Weiss is responsible for sending the goods from the delivery site, the costumer will bear the cost and risk unless other signed agreements are made. It is the costumer’s responsibility to ensure that the place of unloading is accessible from a public road, and that unloading can be done immediately and without the need of extra personnel or equipment. If the conditions of the place makes the delivery impossible, the delivery is considered effected and the goods will remain at Weiss Warehouse at the costumer’s expense and risk. Weiss has the right to charge for rent, expenses etc.
   For the total quantity delivered subject to a margin of +/- 10% of the quantity specified.

5. **Payment –** all deliveries much be paid in cash and an invoice given unless other arrangements have been made. Weiss is entitled to hold any delivery back until payment has been made. Failure to make the payment due within the time limit, the sum shall bear an interest of 2% per month, from the due date until recovery.

The costumer cannot effect set-off against the purchase price, in claims relating to other legal cases, and the costumer cannot exercise lien or refuse payment on account of delays, complaints or set-off concerning the specific deliverance.
If the costumer fail to make the payment for a delivery or part-delivery, Weiss is free to withhold any future delivery/part-delivery from the costumer, without liability, until the costumer has settled the total outstanding balance with Weiss.

6. **Cancellation and refunds –** if a delivery is cancelled by a costumer, the costumer is obliged to compensate Weiss for any loss or extra cost that may follow. Deliveries will not be taken back.

7. **Complaints and faulty deliveries –** The costumer is expected to check the delivery for faults immediately upon arrival. If the costumer find faults in the delivery, the costumer must immediately send a written complaint to Weiss with a specific description of the fault. If the complaint is not sent immediately when the fault is found, or should have been found, the right to complain is forfeited.
Weiss will only be responsible for faults that has been discovered and complaint about, in writing, within a month after delivery.
Items which are faulty cannot be returned without a previous agreement with Weiss. The return of faulty items will be paid for by Weiss. If the goods have been moved to a different location than the one first agreed upon with Weiss, The buyer will pay the extra expense.
Weiss' responsibility in connection with faulty deliveries is always limited to either replacing the faulty items with new ones or to give the costumer a set reduction in the agreed price. Unless Weiss is guilty of gross negligence, Weiss is not responsible for any loss caused by a faulty deliverance. This applies to both direct and indirect losses such as loss in connection with operation failure, loss of profit, loss of earnings, loss of goodwill, loss of an expected profit and other financial losses as a consequence of the faulty delivery. Weiss' responsibility is in all circumstances, limited to the price of the delivery in question.
Replaced parts are the property of Weiss.

8. **Delayed delivery –** an agreement on a specified delivery date, shall be in writing and can only be changed if a new written agreement is made by Weiss and the costumer.
Has a delivery date not been specified, delivery must take place before the delivery date estimated in the invoice.
If a delivery is delayed the costumer must give Weiss a formal notice, as Weiss has a right to be granted a delivery limit of at least 5 working days.
Does Weiss exceed the extended delivery limit with more than 5 working days, the costumer is entitled to terminate the contract, unless the delay is due to delays from Weiss' suppliers or force majeure (see paragraph 11).

Should the costumer choose to terminate the contract, the costumer is entitled to the refund of any repayment concerning the delayed delivery. A delayed delivery does not give the costumer right to off-set or demand refunds etc. concerning payments in connection with other contracts than the one effected by the delay. Unless Weiss is guilty of gross negligence, Weiss is not responsible for any loss caused by a faulty deliverance. This applies to both direct and indirect losses such as loss in connection with operation failure, loss of profit, loss of earnings, loss of goodwill, loss of an expected profit and other financial losses as a consequence of the faulty delivery. Weiss' responsibility is in all circumstances, limited to the price of the delivery in question.

9. **Product liability –** Weiss' responsibility for defective products is limited to the mandatory provisions of the Danish law.
   Weiss cannot be held responsible for any damages caused by the delivered products.
   a. On any movable or immovable assets which occur while the goods are in the possession of the costumer.
   b. On products manufactured by the buyer or product in which it is used, or on damages on movable and immovable assets caused by the products as a consequence of the material.
   c. Weiss cannot in any case be held responsible for loss in connection with operation failure, loss of profit, loss of earnings, loss of goodwill, loss of an expected profit and other financial losses as a consequence of the faulty delivery. Weiss' responsibility is in all circumstances, limited to the price of the delivery in question up to a maximum of 10.000.000.00 kr.

10. **Indemnification –** If a third party brings a claim of recovery, as described in paragraph 9, against Weiss, the costumer shall indemnify Weiss for any loss within the extent of Weiss' responsibility as described above.
    Weiss and the costumer are obligated to inform each other if any products are damaged or if there is a risk of damage. Just as the partners are obligated to inform each other if a third party raises a claim.
    The partners cannot dismiss a claim raised against them in a court of law on the basis of damage or loss, which is claimed to be cause by products delivered by Weiss.

11. **Force Majeure -** Weiss is not responsible to the costumer when the following circumstances occur after the agreements has been made, which prevent or postpone the performance of the contract: war and mobilization, revolt and riots, terror attacks, natural disasters, strikes and lock-outs, shortage, faulty or delayed deliveries from subcontractors, fire, insufficient transport facilities, foreign exchange restrictions, import- and export restrictions, special interventions from governmental

or EU authorities, death, decease, or the resignation og key personal and other circumstances that are out of Weiss' control. In situations like these Weiss is entitled to postpone the delivery until the performance barrier has been lifted or alternatively to terminate the all or part of the contract without paying compensation.

12. **Applicable law and settlement of dispute -** Any disagreement or dispute between parties concerning the interpretation and fulfillment of the agreement, including this general sales- and delivery conditions document must be settled in Denmark at the Danish court according to Danish law.
    The court is situated in Esbjerg and the legal language is Danish. The costumer is required to submit to the trail, in the indemnification court, raised by third party against Weiss concerning product liability.
    However, Weiss can choose to settle by arbitration according to the arbitration law.

Valid from April 7, 2016