



Terms of sale and delivery



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Beck & Jørgensen

General sales and delivery terms

These General Sales and Delivery Terms are a transcript of the current standard sale and delivery terms for Beck & Jørgensen A/S in Danish and should a conflict of understanding of the Danish Terms and these English translated terms arise the Danish Terms shall prevail.

GENERAL

Application

For all deliveries from Beck & Jørgensen, company no. 63 74 90 28 (hereinafter called "the Supplier") these general sales and delivery terms shall apply. The sales and delivery terms are applicable from October 1, 2018, and until new terms and conditions are notified to the buyer. The sales and delivery terms are always available for the buyer no later than simultaneously with the transmission of offers, i.e. before the conclusion of any agreement. Due to the latter, the terms and conditions are always a part of the contract between the Supplier and the buyer. The applicable sales and delivery conditions are also reflected in the website www.bj.dk

The Danish legislation of private international law and the CISG legislation shall not apply in connection with all deliveries made by the Supplier.

The distribution of goods

The buyer is not entitled to distribute or sell the supplier's goods, unless the Supplier has given the buyer his permission in a separate written agreement. Distribute or sell constitutes the purchase of goods in order to make direct resale to businesses, professional craftsmen and/or consumers, or in addition, through e-commerce. If the buyer distributes or sell contrary to the latter, the supplier is entitled to terminate the sale to the buyer and stop any scheduled delivery and the Supplier incurs no liability in connection with the buyer's possible losses according to the termination of the sale/orders etc.

ORDER CONFIRMATION

Offers become binding for the Supplier when the order is confirmed by the Supplier. If the offer does not specify an expiry date of the acceptance of the offer, then the offer is valid for 30 days from the issue date.

The acceptance of an offer received by the Supplier after the 30-day acceptance deadline is not binding for the Supplier, unless the Supplier informs the buyer otherwise. However, a placed order at the Suppliers representative or agent is binding for the Supplier, unless the Supplier or his agent or representative without any delay after having received notice of the order declares that it is not acceptable.

The applicable price is stated on the order confirmation. If the prices - in the time between the order confirmation and the delivery of the goods increases as to commodity prices, collective agreements salary increases, employers' contributions of any kind, goods taxes, tariffs, import/export duties, the Danish krone's exchange rate, electricity, taxes, duties or other circumstances outside the Supplier's control, the Supplier is entitled to increase the price accordingly. If the Supplier thus choose to increase prices such decision must be communi-cated to the buyer before the goods are send.

DELIVERY

The Supplier delivers all goods Ex Works (EXW) cf. INCOTERMS 2010, unless otherwise is agreed between the parties.

All deliveries will be made from the Supplier's place of business, unless otherwise agreed in writing. The risk of the purchased passes to the purchaser upon delivery.

If the buyer collects the goods and the Supplier keeps the goods ready for collection, the risk of the purchased goods passes to the buyer as soon as the Supplier has made proper arrangements for the buyer's collection of said goods. If the parties agree another place of delivery than the supplier's place of business, the transport thereof, including any loading or unloading is at the buyer's expense and risk, unless other terms are clearly agreed and confirmed in writing by the Supplier.

Goods are dispatched in the supplier's standard packaging and are supplied with such external packaging, which the Supplier deems to be necessary and sufficient

for the shipment. Packaging is included in the price, unless otherwise agreed. Packaging marked returnable-packaging is only accepted back when the packaging is returned franko, emptied, and in undamaged condition.

The buyer is only entitled to terminate the order due to a delay, if the delivery is delayed more than 30 days, and the delay is not due to the buyer or any scenarios caused by the buyer. A delay in the delivery of goods merely entitles the buyer for damages if the buyer proves that the delay is due to a severe error of the Supplier. The Supplier is, however, in no case responsible for operating loss, time loss, loss of profits or similar indirect losses, including the buyer's possible day fines.

The goods are delivered in the Supplier's standard quality, unless agreed otherwise. If the goods are manufactured according to the buyer's special requirements, the Supplier is entitled to deliver up to 10% less and up to 10 % more than the agreed amount.

The buyer is in connection with the delivery required to investigate whether the delivery meets the agreed terms and conditions, including whether all bulks are received. If the delivery does not meet the agreed terms, the buyer is obliged to make a note about the lack of satisfaction on the consignment note before the buyer acknowledges receipt.

PAYMENT

The buyer is obliged, without further demand, to pay the amount of the invoice according to the invoice or otherwise agreed terms of payment.

If the deadline for payment is exceeded, the due payment is added by 1,9% interest per. commenced month of the overdue amount from the due date until the payment is fulfilled. Any payment towards a debt, shall depreciate interest, fees and costs before the actual debt.

The buyer is not entitled to set off or withhold any part of the purchase price due to counter-claims, unless this is acknowledged in writing by the Supplier.

RETENTION OF TITLE

The delivered goods shall remain the property of the Supplier, to the extent that the property subject is legal under the applicable Danish Legislation. The Supplier reserves the rights of ownership to all the goods, including semi-manufactured products, until the entire purchase price including any interest and fees are paid. The specification of which products the retention of title includes is specified by the Supplier's order confirmation. The delivered goods must be kept separate and intact until payment of the entire purchase price has been executed, unless otherwise agreed with the Supplier in writing. Until full payment has been made the buyer is ineligible to change, use, sell, pledge or dispose of the product in such way that the Supplier's opportunity for withdrawal is prevented. In the event that the buyer defaults on its obligations to pay completely or partially, the Supplier is entitled to pick up the delivered goods at the buyer's expense and risk.

Extrajudicial withdrawal of the goods shall not prevent the supplier from making further claims. The reservation of title applies only in relation to products, where the total amount to be paid exceeds DKK 2.000, cf. The Danish Credit Agreement Act section 34, subsection 1 no. 2. The Danish Credit Agreement Act section 50 shall apply on any agreement between the parties.

DEFICIENCIES AND CLAIMS

If the products delivered do not correspond with the Supplier's declared specifications, or the buyer's special requirements, or is not of the usual quality, the Supplier shall be obliged to, whether this is due to a detectable error of the Supplier or not, to deliver a flawless product instead. Such replacement order is done without expense to the buyer, upon the return of the defective goods. If the delivered goods are wholly or partially used, the Supplier can choose to back-pay the invoice price for the defective goods, instead of delivering a new product.

Deficiencies in a delivery never justifies the buyer to compensation for any direct or indirect losses or damages.

It is the responsibility of the buyer immediately, and no later than 8 days after the receipt of the goods, to inform the Supplier, of errors and defects in the delivered goods, which the buyer has or should have ascertained. The claim must always be accompanied by a copy of the signed consignment note.

Complaints must always be made within 6 months after the delivery has been made. Any later claims than the latter, results in the buyer loses his right to complain.

If a delivery is delivered for building construction in Denmark, where the common conditions for works and supplies within building and engineering businesses (AB 18), cf. section 12 subsection 5 applies, the following construction delivery clause applies:

- The Supplier's liability for deficiencies in goods shall terminate 5 years after the delivery of the construction, in which the delivery is included. For goods for stock or re-sale liability, at the latest, terminates 6 years after delivery to the buyer
- If it must be considered to be substantiate, that a claim regarding deficiencies or deliveries are not – or only with great difficulty - can be remedied against the Supplier's buyer or subsequent buyers, the Supplier recognize that a claim may also be asserted directly against the Supplier. In such case the Supplier can only be responsible for deficiencies to the extent of the Supplier's own delivery has deficiencies and only to the extent, the consequences of the supplier's own contractual relationship with the supplier's buyer, apart from the period where deficiencies can be claimed towards the Supplier as stated in the abovementioned.
- The Supplier acknowledges that the Supplier can be sued along with the buyer or subsequent other purchasers due to the parties' business relationship and agreements. Such conflicts are dealt with by the Danish Building and Construction Arbitration Board.

The return of the products with deficiencies can only be made after consultation with the Supplier. The return is at the buyer's expense and risk, unless otherwise agreed with the Supplier.

The buyer must follow the Supplier instructions closely, for goods' applications and storage. The Supplier's information is based on laboratory studies and/or technical trials of usage, and is a guide in the choice of product and working method. Since the user's working conditions are outside the supplier's control, the supplier undertakes no liability for the results obtained.

Paint can only be considered as semi-manufactured products, since the conditions under which the product is used is outside the Supplier's control. The Supplier therefore takes certain reservations which is subject to the conditions under which the product is used, foundation, printing errors, selection changes, temperature, humidity, application of the product, inadequate or inappropriate storage or handling, etc., to which the product is intended. The Supplier accepts no liability for defects due to inappropriate conditions during transportation, handling or storage outside the Supplier's control. Furthermore, the Supplier does not accept any liability when mixing other products, natural color or minor shade differences e.g. which is caused by natural fading, or improper storage.

If the defective is due to the lack of negligence of the Supplier, the Supplier is only liable for documented direct losses which the buyer has suffered in relation to the Suppliers' defective delivery.

Limitation of liability

Notwithstanding any conflicting terms in the agreements, the Supplier's liability to the buyer cannot exceed 50 % of the sales of goods and related performances as the Supplier NET has invoiced to the buyer in the immediately preceding calendar year. This limitation of liability does not apply if the Supplier has acted intentionally or critical negligently.

LIABILITY FOR THE DELIVERED GOODS (PRODUCT LIABILITY)

The Supplier is responsible for damage caused by the defects at the supplier's delivered goods in accordance with the Danish Product Liability Act, and any Danish legislation of product liability.

The Supplier's liability only covers person or property damage, which can be proven to have arisen as a direct result of deficiencies or defects in the delivered goods. The Supplier is not liable for any damage or loss which may be attributed to incorrect application or unusual use of the goods, including its use on foundation or its exposure to the influence of e.g. weather conditions or humidity to which the product is not intended.

The Supplier is also without any liability for loss or damage as a result of inadequate or inappropriate storage of the goods.

If liability occurs within the abovementioned restrictions, the liability does not include operating loss, time loss and other indirect loss. In the event of liability, the compensation can never exceed the Supplier's insurance premium for each insurance event. Currently the insurance premium is DKK 1.000.000 and by accepting these conditions, this is the maximum liability rate for a buyer to be entitled to.

To the extent that the Supplier is imposed a direct liability to a third party for damages caused by the goods, the buyer shall be liable to indemnify the Supplier of the liability that exceeds the abovementioned insurance premium maximum.

If a third party makes a claim against any of the parties of this agreement for liability for damages in accordance with this paragraph (7), the receiving party shall immediately inform the other party.

The Supplier and the buyer are mutually obliged to let themselves be summoned to the court, which deals with claims for damages claimed against one of them on the basis of a damage allegedly caused by the delivered goods.

FORCE MAJEURE

The Supplier is not responsible for delays and/or obstacles, which are due to circumstances outside the Supplier's control.

Furthermore, the Supplier reserve the right to fully or partially cancel/terminate the order, or postpone the delivery time, equivalent the preventions delay. Force majeure includes, among others; labor disputes, war or military summoning, blockade, barricade, political riots, supplier failure, slow-down, lack of transportation, scarcity of goods, illness or delay or defects in the supplies from suppliers, accident in the production or testing, or other circumstances beyond the supplier's control and which affect the Supplier's ability to meet its delivery obligations. All of the buyer's remedies are suspended or lapsed in such cases and in case of cancellation or deferred execution, the buyer is not entitled to claim damages or make any claims against the supplier. The Supplier must promptly and without unnecessary delay, notify the buyer in writing if the Supplier wishes to pleade force majeure conditions.

INTELLECTUAL PROPERTY RIGHTS

The full ownership of all intellectual property rights concerning the products, including patents, designs, trademarks and copyrights, belongs to the Supplier. The buyer acquires no rights in form of license, patent, copyright, trademark law or other intellectual property right associated with the goods.

PRIVACY POLICY

The Supplier is subject to the applicable Privacy Policy Act legislation, and any processing of personal data is in accordance with the latter.

No personal information registered by the Supplier, will at any time be transferred, sold or made available to third parties, except to the extent that it is necessary to fulfill the parties' agreement, including disclosure of information to banks, carrier, etc. All information is stored safely and is solely accessible to trusted employees at the Supplier.

APPLICABLE LAW AND VENUE

Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by mediation administrated by The Danish Institute of Arbitration in accordance with the rules on mediation adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

If the mediation proceedings are terminated without a settlement, the dispute shall be settled by simplified arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

Disputes between the buyer and the Supplier shall be governed by Danish law.