

### **In general**

These terms and conditions for sale and delivery shall apply to all quotations, order confirmations and deliveries, unless the parties have agreed otherwise in writing.

### **Prices**

Prices are as stated either in the DEKO Ocean quotation applicable at any given time or on the order confirmation. DEKO Ocean prices are ex VAT, and ex delivery charges and installation. DEKO Ocean reserves the right to make changes to prices after expiry of quotation validity. Any price increase shall, however, not apply to orders already approved by DEKO Ocean.

No later than 14 days after the date on which notice was received, the purchaser may choose to notify DEKO Ocean which binding quotations the company has made on the basis of DEKO Ocean old prices. Where these orders are concerned, if the purchaser's quotation to a third party promises delivery no later than three months from the day the new prices become valid, DEKO Ocean shall be obliged to deliver at the old prices.

If the delivery date is later than 90 days from order date and the quotation was issued in a currency other than DKK, DEKO Ocean reserves the right to adjust the price in accordance with changes in the rate of exchange.

### **Quotation**

Only quotations in writing are binding. Invoices will be issued in accordance with the actual quantities delivered.

The purchaser shall send orders in writing to DEKO Ocean. The order shall include the required delivery address. Purchase is final when DEKO Ocean has confirmed in writing (order confirmation). If the purchaser does not object to the order confirmation within 24 hours from receipt of it, the production will be started.

### **Delivery**

Unless otherwise agreed, delivery will take place in accordance with valid Incoterms 2000 and conditions written on the order confirmation.

Date and address of delivery shall be written on the order confirmation. Unless otherwise agreed in writing, the delivery date shall be the forwarding date from the DEKO Ocean factory or warehouse. The purchaser shall be responsible for ensuring that delivery is possible at the delivery address.

### **Delays**

If a delay in delivery is associated with unusual risks, DEKO Ocean may only be liable for such risks if DEKO Ocean is duly notified by the purchaser when procuring the quotation.

To ensure timely delivery, all the information necessary for successful delivery of the order, shall be at DEKO Ocean disposal at the order execution date.

In case of delayed delivery, regardless of its cause and scope, the purchaser shall not have the right to rescind the agreement. The purchaser shall not have the right to compensation nor to rescind the agreement if failure to complete the order is due to force majeure.

### **Dispatch fee**

Deliveries to a value of less than DKK 5,000 per delivery address shall be liable to a dispatch fee of DKK 300.

### **Packing costs**

DEKO Ocean reserves the right to invoice packing costs.

### **Defects and complaints**

On receipt of the products, the purchaser shall undertake an immediate inspection of the products supplied in accordance with DEKO Ocean Handling and Preservation procedures. If the purchaser wishes to lodge a claim, DEKO Ocean shall be advised of the claim in writing as soon as the defect has been identified. If the purchaser fails to claim as above, the purchaser shall not be able to claim compensation for the defect at a later date.

DEKO Ocean shall determine whether to remedy or re-deliver product defects, or whether to partially or completely refund the purchaser. Once DEKO Ocean has remedied the defect, the purchaser shall

have no recourse to further powers. The purchaser shall not have the right to rescind the agreement, nor to demand further refunds or other form of compensation. DEKO Ocean is not liable for any loss the purchaser or any third party may sustain in consequence of the defect delivery, including losses incurred in connection with delayed building work or production.

DEKO Ocean is liable only for defects due to production and material faults. DEKO Ocean is not liable for defects caused by poor maintenance, incorrect installation and other errors caused by conditions pertaining to the purchaser.

### **Exemption from liability**

Any claim for compensation or relative discount shall not exceed the total amount paid for goods sold as part of the delivery in question.

DEKO Ocean is not liable for operating loss, loss of profit or any indirect loss under the agreement, including any indirect loss due to delays or defects in the products sold.

The following circumstances shall lead to exemption from liability for DEKO Ocean to the extent that they prevent performance of the agreement or render performance unreasonably burdensome: labour market conflicts and other conditions beyond the parties' control, including fire, war, mobilisation or unforeseen military call-ups, natural catastrophes, currency restrictions and similar conditions of force majeure.

### **Returns**

Returns shall only be made by prior agreement with DEKO Ocean in writing. The purchaser shall be obliged to pay all forwarding costs in connection with returns. DEKO Ocean shall credit only products that are returned in complete and unbroken original packaging and only with DEKO Ocean final approval.

### **Special production**

Most DEKO Ocean products can be delivered in special dimensions and in special colours. Prices, delivery and minimum order requirements shall be agreed by individual request and stated in the order confirmation from DEKO Ocean.

### **Product samples**

Product samples indicate general colour and quality standards. DEKO Ocean is not liable for any deviations, except where deviations are significant and greater than the purchaser could have foreseen, relative to the product samples received.

### **Payment**

Payment shall take place in accordance with the terms and conditions for payment, stated on the DEKO Ocean order confirmation.

DEKO Ocean retains the right to withhold a product delivery or deliveries if the purchaser is in arrears on the delivery date for a new delivery or deliveries.

The goods delivered will remain DEKO Ocean's property until complete payment has been made.

If payment is not made on the due date, the purchaser is obliged to pay default interest of 1,5 % per month or part thereof. Should delivery be delayed due to purchaser conditions, the purchaser is obliged notwithstanding to make payment to DEKO Ocean as if the delivery had been executed on the agreed date.

### **Product Liability**

Where product liability is concerned, this agreement shall be governed and construed in accordance with the rules of Danish law. To the extent that no other mandatory rule of law applies, DEKO Ocean is not liable for operative loss, loss of profit or other indirect losses.

Claims cannot be made against DEKO Ocean for damage or defects caused by error or negligence on the part of the purchaser, including wrongful use, miscalculations, incorrect installation, erroneous notification, etc.

The parties are obliged to notify each other in the event that any third-party lodges a product liability claim relating to products sold by the purchaser.

### **Disputes**

All disputes shall be settled with full and binding effect in accordance with Danish law. The venue for any disputes shall be the Copenhagen Maritime and Commercial Court, or a court to which the Copenhagen Maritime and Commercial Court may refer.