

SALGS- OG LEVERINGSBETINGELSER

KRONOSPAN APS - NOVOPAN

1 GENERELT

- 1.1 Nedenstående salgs- og leveringsbetingelser finder anvendelse på alle ordrer og leverancer foretaget af NOVOPAN, medmindre andet udtrykkeligt er skriftligt aftalt mellem parterne.
- 1.2 Ved modtagelse af tilbud fra NOVOPAN accepterer Køber, at disse salgs- og leveringsbetingelser finder anvendelse.
- 1.3 Ved at indgå en aftale reguleret af disse salgs- og leveringsbetingelser, accepterer Køber anvendelsen af salgs- og leveringsbetingelserne ved alle øvrige ordrer og leverancer foretaget af NOVOPAN. NOVOPAN er herefter ikke forpligtet til udtrykkeligt at henvise hertil.
- 1.4 Udelukkende NOVOPAN's salgs- og leveringsbetingelser gælder. Købers betingelser, som måtte være i strid med eller afviger fra NOVOPANs betingelser, vil ikke blive anerkendt. Betingelser for køb fremsat af Køber såvel som eventuelle tilføjelser, som Køber har gjort til NOVOPANs salgs- og leveringsbetingelser er ikke bindende for NOVOPAN, selvom NOVOPAN ikke udtrykkeligt afviser dem. Såfremt NOVOPANs salgs- og leveringsbetingelser ikke er blevet tilsendt Køber sammen med NOVOPANs tilbud, eller ikke har været givet til at Køber ved en anden lejlighed, finder de alligevel anvendelse, hvis de allerede var kendt af Køber - eller burde have været kendt af Køber - fra tidligere forretninger med NOVOPAN. NOVOPANs salgs- og leveringsbetingelser gælder for NOVOPANs leveringsforpligtelser.
- 1.5 Parternes aftale bliver først bindende, når den foreligger i skriftlig form. Mundtlige aftaler er først bindende, når disse er skriftligt bekræftet.
- 1.6 Enhver service i form af teknisk rådgivning, mængdeberegning osv. fra NOVOPAN til Køber eller tredjemand betragtes som en uforpligtende vejledning og NOVOPAN kan ikke ifalde ansvar herfor. Køber er forpligtet til at sikre, at han får den nødvendige vejledning med hensyn til korrekt brug, opbevaring og vedligeholdelse mv.

2 TILBUD OG AFTALEINDGÅELSE

- 2.1 Vilkår vedrørende pris og levering i tilbud fra NOVOPAN er ikke bindende for NOVOPAN, ligesom tegninger, afbildninger, dimensioner, vægt og tilsvarende data kun er bindende såfremt dette udtrykkeligt er aftalt.
 - 2.1.1 Købers ordre anses som et bindende tilbud til NOVOPAN. NOVOPAN kan acceptere tilbuddet indenfor 2 uger fra tilbuddets modtagelse ved fremsendelse af ordrebekræftelse.

3 PRIS OG BETALINGSBETINGELSER

- 3.1 Pris angives Ex Works medmindre andet er aftalt.
- 3.2 Prisen inkluderer ikke fragt, told, afgifter, moms eller tilsvarende. Prisstigninger gælder for alle leveringer foretaget efter den af NOVOPAN fastsatte dato.
- 3.3 I tilfælde af prisstigninger mellem aftalens indgåelse og faktisk leverance for så vidt angår råmateriale, lønninger eller andet, der åbenlyst direkte påvirker prisfastsættelsen, er NOVOPAN berettiget til tilsvarende at hæve den aftale pris mellem parterne.

- 3.4 Betalingsbetingelserne er, medmindre andet er aftalt, netto kontant i DKK.
- 3.5 I tilfælde af Købers betalingsmisligholdelse, mister Køber retten til enhver aftalt rabat, omsætningsbonus eller tilsvarende direkte eller indirekte prisreduktioner. Tilsvarende er NOVOPAN i tilfælde af betalingsmisligholdelse berettiget til at kræve omgående betaling af alle Købers udestående fordringer uanset, at disse ikke måtte være forfaldne til betaling, ligesom NOVOPAN bliver berettiget til at tilbageholde Købers afgivne ordrer.
- 3.6 Ved betalingsforsinkelse tilskrives rente med 0,05 % pr. dag.
- 3.7 Hvis der efter indgåelse af en aftale, opstår omstændigheder, der giver NOVOPAN grund til at betvivle Købers solvens eller kreditværdighed, alternativt hvis Købers solvens eller kreditværdighed var tvivlsom på aftaletidspunktet, men NOVOPAN først blev bekendt med dette senere, er NOVOPAN berettiget til at kræve kontant betaling eller afgivelse af passende sikkerhed af Køber før levering. Sker dette ikke, er NOVOPAN berettiget til at hæve kontrakten og kræve erstatning for alle udgifter. Desuden er NOVOPAN berettiget til at kræve øjeblikkelig betaling af alle Købers udeståender. Ved utilstrækkelig dækning, bortfalder alle NOVOPANs leveringsforpligtelser.
- 3.8 NOVOPAN er berettiget til at modregne Købers betalinger i ældre gæld. NOVOPAN skal meddele Køber om enhver modregning. Hvis der er påløbet omkostninger og renter, er NOVOPAN berettiget til at benytte beløbet til betaling af først omkostninger, dernæst renter, og endelig hovedstolen.
- 3.9 Køber er kun berettiget til at foretage modregning eller tilbageholde betaling, såfremt Købers krav er endeligt fastslået ved domstolene eller hvis kravet er ubestridt.

4 LEVERING

- 4.1 Levering sker Ex Works, medmindre andet er aftalt.
- 4.2 I tilfælde, hvor der aftales anden levering, fastsættes denne af NOVOPAN, ligesom NOVOPAN alene fastsætter leveringsens form, transportmetode og indpakning, medmindre andet udtrykkeligt er aftalt.
- 4.3 Hvis det er aftalt, at varerne skal leveres hos Køber, er Køber ansvarlig for aflæsning. Hvis aflæsning ikke er afsluttet inden for to timer efter ankomst til pladsen mellem kl. 07.00-15.00, vil Køber blive faktureret for ventetid. Hvis køber ikke modtager varerne, kan NOVOPAN tillade, at varerne aflæsses på Købers adresse for Købers regning eller tage varen retur. Omkostningerne ved returnering af varer, transport og lageromkostninger vil blive opkrævet hos Køber. I begge tilfælde henstår varerne for Købers regning og risiko.
- 4.4 NOVOPAN er berettiget til at ophæve aftalen, hvis ikke der stilles betryggende sikkerhed for betalingen og særligt, hvis ikke der kan tegnes kreditforsikring på Køber.
- 4.5 Leveringstidspunktet angives i ordrebekræftelsen fra NOVOPAN eller på anden skriftlig vis. Hvis leveringstiden overskrides med to uger er Køber berettiget til ved påkrav at fastsætte et nyt, rimeligt leveringstidspunkt. Hvis levering ikke sker inden to uger fra tidspunktet fastsat i Købers påkrav, er Køber berettiget til at ophæve aftalen. Ophævelsen skal være skriftlig. Købers ret til ophævelse bortfalder, hvis NOVOPANs leveringsmisligholdelse skyldes forhold der ikke kan tilregnes NOVOPAN.
- 4.6 I tilfælde af forhold uden for NOVOPANs kontrol (force majeure), herunder men ikke begrænset til manglende leverance af råvarer, manglende transportmuligheder, brand, eksplosioner, naturkatastrofer, krig, radioaktive og andre skadelige udslip, oprør, driftsnedbrud, arbejdskonflikter eller andre lignende begivenheder, frafalder NOVOPANs leveringsforpligtelse. Aftalte leveringstidspunkter forlænges med samme tidsperiode som perioden med force majeure. Køber kan

ikke efter udløbet af perioden med force majeure nægte modtagelse, medmindre det anses som rimeligt henset til den forløbne tidsperiode.

4.7 NOVOPAN er berettiget til at levere delmængder, hvis dette findes formålstjenstligt for Køber, leveringen af restmængden anses for sikret og hvis ikke dette medfører yderligere omkostninger for Køber, medmindre NOVOPAN påtager sig at afholde disse yderligere omkostninger.

4.8 Ved levering efter ordre i henhold til rammeaftaler eller af specialfremstillede varer, er Køber forpligtiget til at modtage varen på tidspunktet fastsat i ordrebekræftelsen eller senest 28 dage efter varsel om færdiggørelse af varen. Hvis ikke Køber modtager varen, er NOVOPAN berettiget til at opbevare varen i NOVOPANs lokaler mod Købers betaling af et gebyr på 750 kr. netto pr. dag og vognlæs eller at opbevare varen på tredjemands lager på Købers regning. NOVOPANs yderligere krav består upåvirket af ovenstående. Køber er berettiget til at bevise, at NOVOPAN har afholdt færre eller ingen omkostninger overhovedet. Levering vil blive betragtet som at have fundet sted.

4.9 Er varerne leveret iht. kundens bestilling, specifikation og bekræftelse kan varerne ikke returneres.

5 RISIKOENS OVERGANG

5.1 Risikoens overgang sker ved NOVOPANs aflevering til transportøren eller når varen har forladt NOVOPANs lager med henblik på levering.

5.2 Kan levering ikke ske som aftalt grundet forhold, der ikke kan tilregnes NOVOPAN, sker risikoens overgang, når Køber har modtaget meddelelse om, at varen er klar til levering.

5.3 Køber er forpligtet til at aftage varen på leveringstidspunktet. Såfremt Køber ikke aftager varen, er NOVOPAN berettiget til at fakturere Køber for opbevaringsomkostninger.

6 REKLAMATION

6.1 Reklamation for synlige mangler eller mangler, der fremkommer ved nærmere inspektion samt fejlliverance eller fejltagtig mængde, skal ske skriftlig senest 24 timer efter varens modtagelse. Reklamation for skjulte mangler skal indgives skriftligt senest 24 timer efter disse konstateres. Manglende reklamation medfører fortabelse af eventuel garanti og retten til at gøre krav gældende.

6.2 Køber er selv ansvarlig for, at varen egner sig til videre forarbejdning efter Købers ønske, selvom vareprøver tidligere har været fremsendt.

6.3 Mindre afvigelser i det leverede berettiger ikke til reklamation. Potentielle afvigelser i kvaliteten af varen i henhold til udarbejdede guidelines, der på forhånd er kendt af Køber, anses for at være i overensstemmelse med kontrakten. Køber er kun berettiget til at påberåbe sig mangler, der medfører afvigelse i værdien af varen på mindst 4 %, dog minimum DKK 375. For specialproducerede ordrer kræves en afvigelse på mindst 10 %.

6.4 Køber kan ikke reklamere over varer, der er solgt som del af en kampagne. Det er en forudsætning for Købers reklamation, at Køber har betalt i overensstemmelse med aftalens betalingsbetingelser. Tilbagelevering må ikke ske uden samtykke fra NOVOPAN.

6.5 I tilfælde af levering af en mangelfuld vare, hvor reklamation er sket som anført under pkt. 6 er NOVOPAN forpligtet til at sikre udbedring eller omlevering efter NOVOPANs eget valg. Hvis udbedring eller omlevering ikke afhjælper manglen er Køber berettiget til forholdsmæssigt afslag eller til at ophæve aftalen. Ved ophævelse af aftalen er Køber ikke berettiget til at kræve erstatning for tab, udover som angivet under pkt. 8.

6.6 Ved ændring, forarbejdning eller ukorrekt håndtering af varen, bortfalder NOVOPANs ansvar.

- 6.7 NOVOPAN er ikke ansvarlig for varens forringelse ved anvendelse uden for EU, medmindre NOVOPAN på forhånd er blevet underrettet skriftlig herom og NOVOPAN har bekræftet anvendelsen.
- 6.8 NOVOPANs ansvar over for Køber for krav baseret på mangler er begrænset til 1 år (inklusive bygningsrelaterede fejl og defekte varer, der anvendes til anlægsarbejder). Denne frist gælder også for erstatningskrav som følge af en mangel vedvaren. Fristen regnes fra leveringen af varen. Ansvar i henhold til skader som følge af en garanti, personskade samt i tilfælde af forsæt og grov uagtsomhed, berøres ikke heraf. Enhver kommentar af NOVOPAN vedrørende et krav baseret på mangler påstået af Køber udgør ikke forhandlinger om et sådant krav eller om de forhold, der giver anledning til kravet, forudsat at NOVOPAN afviser påstanden baseret på mangler.
- 6.9 Med forbehold for kontraktbestemmelser, der udtrykkeligt er aftalt på anden måde eller ufravigelige lovbestemmelser, udgør ovenstående bestemmelser samtlige forpligtelser for NOVOPAN.

7 EJENDOMSFORBEHOLD

- 7.1 NOVOPAN har ejendomsforbehold i varerne indtil, der er sket fuld betaling herfor i henhold til aftalen.
- 7.2 Køber forpligtiger sig til at holde varerne individualiseret hos Køber i det omfang, at NOVOPANs ejendomsforbehold består. Individualisering skal ske ved mærkning.
- 7.3 I det omfang varen forarbejdes til et nyt produkt, vil NOVOPANs ejendomsforbehold omfatte det forarbejdede produkt.
- 7.4 Køber er berettiget til at videresælge varer, hvor NOVOPAN har ejendomsforbehold, forudsat at købesummen straks betales til NOVOPAN eller der stilles fornøden anden sikkerhed for NOVOPANs tilgodehavende.
- 7.4.1.1 I tilfælde af nærliggende fare for betalingsmisligholdelse, rekonstruktion, konkurs eller lignende, er NOVOPAN berettiget til at ophæve denne ret til videresalg.
- 7.4.1.2 I tilfælde af ovenstående, er Køber forpligtiget til at udlevere lagerliste over produkter, hvori NOVOPAN har ejendomsforbehold eller forarbejdede produkter i henhold til pkt. 7.3. Køber er ligeledes forpligtiget til at udlevere debitorlister for så vidt angår videresalg af produkter med ejendomsforbehold.
- 7.4.2 Køber er forpligtiget til at opbevare varerne sikkert og holde dem forsikret.
- 7.4.3 NOVOPAN er berettiget til at modtage en eventuel forsikringssum, der udbetales vedrørende produkter med ejendomsforbehold til NOVOPAN.
- 7.5 Køber er ikke berettiget til at pantsætte varerne i det omfang NOVOPAN har ejendomsforbehold.
- 7.6 Hvis værdien af NOVOPANs sikkerheder for betaling overstiger 50 % af tilgodehavendet, er NOVOPAN forpligtiget til at frigive det sikrede.

8 ANSVARSBEGRÆNSNING

- 8.1 Enhver ansvarsbegrænsning af NOVOPANs ansvar, omfatter også ansvar for NOVOPANs ansatte, repræsentanter eller andre tilknyttede personer.
- 8.2 NOVOPAN er ansvarlig for skader opstået ved manglende overholdelse af garantiforpligtigelser eller ved personskader. NOVOPAN er ligeledes ansvarlig, hvor den skadevoldende handling er sket ved forsæt eller grov uagtsomhed.
- 8.3 Ved skader opstået grundet simpel uagtsomhed ved NOVOPAN, er NOVOPAN kun ansvarlig i det omfang skadens omfang er en adækvat følge af den skadevoldende handling.

- 8.4 NOVOPAN er ikke ansvarlig for Købers indirekte tab, driftstab, følgeskader eller tabte fortjeneste.
- 8.5 Eventuel erstatning som NOVOPAN skal udrede, vil være begrænset til den fakturerede ordresum.
- 8.6 Ved skader opstået som følge af Købers forarbejdning eller manglende eller mangelfuld instruktion til slutbrugeren, skal Køber holde NOVOPAN skadesløs for ethvert krav, særligt men ikke begrænset til krav i henhold til produktansvarsloven.
- 8.7 I tilfælde af NOVOPANs tilbagekaldelse af et produkt, skal Køber yde bedst mulig assistance til NOVOPAN. Køber bærer selv omkostningen til tilbagekaldelse fra slutkunder til Køber, medmindre Køber ikke er ansvarlig for grunden til tilbagekaldelsen.
- 8.8 Køber informerer i videst muligt omfang NOVOPAN om farer Køber bliver bekendt med under anvendelse af NOVOPANs produkter.
- 8.9 NOVOPAN har tegnet produktansvarsforsikring på DKK 2,5 mio. per forsikringsbegivenhed. NOVOPANs produktansvar er begrænset hertil.

9 VÆRNETING OG LOWALG

- 9.1 For leveranceaftaler gælder dansk ret. Anvendelsen af CISG begrænses i videst muligt omfang.
- 9.2 Retten i Randers er værneting. NOVOPAN er berettiget til at anlægge sag ved Købers hjemting.

10 OTHER PROVISIONS

- 10.1 Skulle en bestemmelse i nærværende salgs- og leveringsbetingelser blive kendt ugyldig, består betingelserne i sin helhed i øvrigt.
- 10.2 Parterne er forpligtiget til at erstatte den ugyldige bestemmelse med en ny, der er i overensstemmelse med aftalens formål.
- 10.3 Ændringer eller afvigelser til nærværende salgs- og leveringsbetingelser kan kun ske skriftligt.
- 10.4 I tilfælde af afvigelse i forhold til en individuelt aftalt, skriftlig kontrakt, har kontraktens bestemmelser forrang.

TERMS AND CONDITIONS OF SALE AND DELIVERY KRONOSPAN APS - NOVOPAN

1 SCOPE OF APPLICATION

- 1.1 All orders and delivery transactions of NOVOPAN shall be exclusively subject to the following terms and conditions if not explicitly agreed otherwise.
- 1.2 At the latest upon receipt of the offer, said terms and conditions shall be deemed accepted.
- 1.3 Entering into a contract based on these terms and conditions substantiates the applicability thereof to all other delivery transactions with the Purchaser, even if NOVOPAN does not make explicit reference thereto in future.
- 1.4 NOVOPAN Terms and Conditions of Sale and Delivery apply exclusively. Purchaser's terms, which may be contrary to or deviate from NOVOPAN's conditions, will not be recognized. Conditions of Purchase stipulated by the Purchaser, similarly any notes which the Purchaser may append to NOVOPAN's Terms and Conditions of Sale and Delivery will not be binding for NOVOPAN, even if NOVOPAN do not expressly reject them. In the event of a copy of NOVOPAN's Terms and Conditions of Sale and Delivery not having been send to the Purchaser along with NOVOPAN's offer, or not having been given to Purchaser on some other occasion, they will nevertheless apply if they were already known to Purchaser - or should have been known to Purchaser - from earlier business dealings with NOVOPAN. NOVOPAN's Terms and Conditions of Sale and Delivery apply to NOVOPAN's delivery transactions.
- 1.5 Only written orders and agreements are legally binding. Agreements reached verbally or over the phone become valid only after they have been confirmed in writing.
- 1.6 Any support in the shape of technical advice, calculated quantities, etc. provided by NOVOPAN to the Purchaser or a third party is regarded as a service ("Service"). The Purchaser is obliged to ensure that he receives the necessary guidance with regard to correct use, storage and maintenance, etc.

2 OFFERS AND CONCLUSION OF CONTRACT

- 2.1 Offers of NOVOPAN shall not be binding as regards pricing and delivery times. Drawings, depictions, dimensions, weights or other performance data shall only be binding if explicitly agreed in writing.
- 2.2 When the Purchaser places an order, this shall be considered a binding offer on the part of the Purchaser. NOVOPAN may accept this offer within a period of 2 weeks by sending the Purchaser an order confirmation. A Purchasing Agreement shall come into existence by written order confirmation of NOVOPAN.

3 PRICE AND PAYMENT CONDITIONS

- 3.1 The prices are Ex Works unless otherwise agreed
- 3.2 The prices are net prices and will be added statutory value added tax and do not include freight, customs, import duties, ancillary levies. Price increases apply for all deliveries as from the date communicated by NOVOPAN.

- 3.3 In the event that during the period between conclusion of the contract and delivery the raw material prices, wages and/or other obvious circumstances impacting the prices, change to the disadvantage of NOVOPAN, NOVOPAN shall be entitled to adjust the prices corresponding to such changes in circumstances to the extent that such adjustment can be considered reasonable for the Purchaser.
- 3.4 Invoices of NOVOPAN shall be paid upon receipt, if not agreed otherwise. All payments shall be exclusively effected in DKK.
- 3.5 In cases of delayed payment the Purchaser automatically forfeits any promised rebates, turnover bonuses, freight refunds, and any similar price concessions. Furthermore, in all such cases we are also entitled to demand immediate payment of all amounts and accounts otherwise not yet due plus all collection costs so far incurred, the costs of reminders and costs for prosecution, in particular court fees and attorney fees, and to cancel any pending deliveries to the purchaser in question.
- 3.6 In the event the Buyer defaults payment, NOVOPAN may claim default interest from the Purchaser in the amount of 0.05 percent for each day of default. Further claims of NOVOPAN shall remain unaffected thereby.
- 3.7 Bills of exchange and checks are only accepted on account of performance and the debt shall only be cleared upon receipt of full payment. If bills of exchange are not negotiated within 14 calendar days after the term agreed upon, NOVOPAN may demand immediate payment in cash. NOVOPAN shall assume no liability for correct and timely presentation and protesting with regard to the negotiated check or bill of exchange. Discount charges (2 % above the discount rate charged by NOVOPAN's bank, minimum DKK 375), and all expenditure and costs in connection with the honoring of bill of exchange and check amounts shall be borne by the Purchaser. All receivables of NOVOPAN shall become due for payment immediately irrespective of the term of any bill honored and conditionally credited, if the terms and conditions for payment are not complied with or circumstances become known that potentially reduce the credit standing of the Purchaser. NOVOPAN shall assume no liability for correct and timely presentation and protesting with regard to the negotiated check or bill of exchange. Discount charges (2 % above the discount rate charged by NOVOPAN's bank, minimum DKK 375), and all expenditure and costs in connection with the honoring of bill of exchange and check amounts shall be borne by the Purchaser. All receivables of NOVOPAN shall become due for payment immediately irrespective of the term of any bill honored and conditionally credited, if the terms and conditions for payment are not complied with or circumstances become known that potentially reduce the credit standing of the Purchaser.
- 3.8 If, after the closing of the sales contract, circumstances arise which give NOVOPAN reason to doubt either the solvency or the creditworthiness of the Purchaser, alternatively, if the Purchaser's solvency or creditworthiness were in doubt at the time of the closing of the sales contract, but NOVOPAN only became aware of this later, NOVOPAN shall be entitled full payment in cash or the giving of suitable security by the Purchaser prior to delivery. Failing this, NOVOPAN shall be entitled to withdraw from contract and to demand compensation in particular for all expenses incurred, unless the Purchaser is not responsible for the non-payment in cash or the non-giving of a suitable security. Furthermore NOVOPAN is entitled to revoke any deferred payment terms already allowed, and to demand the immediate payment of all open accounts. In case of inadequate insurance cover, any delivery obligations and fixed prices will not apply.
- 3.9 Despite conflicting determinations of the Purchaser, NOVOPAN shall be entitled to initially offset payments against the older debts and shall notify the Purchaser of the nature of any offset. If costs and interest have already accrued, NOVOPAN shall be entitled to have payment initially offset against the costs, then against the interest and finally against the main debt.

- 3.10 The Purchaser shall only be entitled to offset, hold back or reduce payment, even if defects have been notified or counterclaims asserted, if the counterclaims have been finally and conclusively established by a competent court of law or are undisputed.

4 DELIVERY AND DELIVERY TERMS

- 4.1 Deliveries shall be affected Ex Works, unless otherwise agreed in an individual contract.
- 4.2 Delivery terms (if differing from clause 4.1) as well as form, modality and scope of packaging are in the sole discretion of NOVOPAN, if not explicitly agreed otherwise.
- 4.3 If it is agreed that the goods shall be delivered at the Purchaser's address the Purchaser is responsible for unloading the goods. If the unloading process is not completed within two hours of the trailers arrival between the hours of 07.00-15.00, the Purchaser will be invoiced for waiting time. If the Purchaser does not accept delivery of the goods, NOVOPAN may allow the goods to be unloaded at the Purchaser's address at the Purchaser's expense or take back the goods. The cost of returning the goods and transportation and storage/warehousing costs will be charged to the Purchaser. In either case the goods will be deposited at the Purchaser's expense and risk.
- 4.4 NOVOPAN may rescind the contract if the agreed payment securities are not available; in particular if no sufficient trade credit insurance coverage is given.
- 4.5 Foreseen delivery dates shall be specified in the order confirmation or shall be agreed in written form and will be complied with to the extent possible. If a delivery date is exceeded by more than two weeks, the Purchaser shall be entitled to set NOVOPAN an adequate subsequent period of time for due delivery. If delivery shall not be made within two weeks from expiry of the subsequent period of time, the Purchaser shall be entitled to rescind the contract. The right of rescission of the contract needs to be declared in written form. The right of rescission of the contract shall not exist if NOVOPAN has been unable to comply with the subsequent period of time set for delivery because of circumstances for which NOVOPAN is not responsible and it is reasonable to expect from the Purchaser to adhere to the contract.
- 4.6 For the period of the existence of circumstances outside of the control of NOVOPAN (Force Majeure), including but not limited to inability to provide raw materials and transportation means, fires, explosions, natural catastrophes like earthquakes, drought, tidal waves or floods, war, hostilities (whether declared or not), invasion, act of foreign enemies, mobilization, requisition, import or export embargo, rebellion, revolution, insurrection, military dictatorship, usurped power, civil war, any threat related to or event of radioactivity, toxicity, or any other hazardous threat or event, riot, commotion, stoppages in operations, strikes and lock-outs, mechanical breakdown, transport breakdown or traffic jams, missing delivery from NOVOPAN's customary suppliers, as well as any other event or occurrence even if not expressly stated herein, NOVOPAN shall be discharged from its delivery obligation and shall be exempted from liability of any kind. Delivery deadlines agreed shall be extended by the period of the existence of the circumstances of Force Majeure. The Purchaser shall only have the right to reject the deliveries after the circumstances of Force Majeure have ended if it is not reasonable to expect from the Purchaser to off-take the delivery after lapse of such time.
- 4.7 NOVOPAN shall be entitled to effect partial deliveries and services, if (i) the partial delivery is usable for the Purchaser within the intended purpose of the contract, (ii) the delivery of the remainder of the ordered goods is secured and (iii) no substantial additional expenses occur for the Purchaser through this (unless NOVOPAN agrees to take over these expenses).
- 4.8 In case of orders on call, the Purchaser promises to off-take the goods to the due-date determined in the order confirmation, in lack thereof at the latest 28 calendar days from notice of completion.

Otherwise, the goods shall be automatically delivered and/or if refused, at NOVOPAN's choice been stored at NOVOPAN premises at a fee of DKK 750 net/day and truck load or placed in public storage at the expense of the Purchaser. NOVOPAN's further claims remain unaffected. The Purchaser is entitled to prove that NOVOPAN have incurred lower or no costs at all. Delivery will be regarded as having been effected.

- 4.9 Are the articles delivered according to customers requirement, specification and confirmation the articles can not be returned.

5 TRANSFER OF RISK

- 5.1 The risk of accidental loss of the goods shall pass over to the Purchaser in all cases as soon as the consignment is handed over to the party effecting the transport or has left NOVOPAN's warehouse for dispatch purposes. This shall in particular apply in the case of deliveries "freight prepaid".
- 5.2 If dispatch cannot be carried out within the agreed delivery period for reasons for which NOVOPAN is not responsible, the risk of accidental loss of the goods shall pass over to the Purchaser upon its receipt of the notification of readiness for dispatch.
- 5.3 The Purchaser promises to off-take the goods on the agreed date, otherwise NOVOPAN may charge customary warehousing costs.

6 WARRANTY; PERIOD OF LIMITATION

- 6.1 Any obvious defects as well as any other effects, which become apparent following a proper inspection of the goods, are to be reported to NOVOPAN in writing by the Purchaser immediately upon receipt of the goods but not later than within 24 hours. Any defects of a type not apparent even after an orderly inspection of the goods must be reported to NOVOPAN immediately following their discovery but not later than within 24 hours. The same applies with regard to complaints of incorrect deliveries and shortfalls in delivered quantities. Failure to comply with this reporting procedure will result in the lapsing of the guarantee, warranty or other claims.
- 6.2 The Purchaser shall be obliged prior to processing the delivered goods, to inspect them for their suitability for the purposes of use even if samples of goods have been supplied.
- 6.3 Minor discrepancies in dimensions and formats shall not entitle the Purchaser to raise complaints for defects. Potential discrepancies listed in the relevant quality guidelines known to the Purchaser are all in consistency with the contract. Complaining about defects requires that the reduction of the value resulting from the defects exceed 4% of the value of the goods but not less than DKK 375. For orders of cut-to-size panels, discrepancies in piece numbers of up to 10% shall be recognized by the Purchaser as being in consistency with the contract.
- 6.4 Complaints may only be raised in respect of first class goods which have not been sold as part of a promotion and that are available for inspection or return. Precondition of warranty obligations is the fulfilling of the payment obligations of the Purchaser, in particular of the agreed Payment Terms. Without prior mutual agreement products may not be returned to NOVOPAN.
- 6.5 In the event of defective contract products duly and timely notified in accordance with clause 6.1 above, NOVOPAN shall at its own choice render subsequent performance either by removing the defect or by delivering a contract product free of defects. If said delivery turns out to be unsuccessful, the Purchaser shall be entitled to reduce the purchasing price or at its choice to rescind the contract. There are no claims for compensatory damages, except as provided for in clause 8 hereinafter.
- 6.6 The warranty obligation shall expire if the goods delivered are changed, processed or improperly handled.

6.7 NOVOPAN shall not be liable for deterioration of products if they are used outside of the EU unless the foreseen application and the country have been notified to NOVOPAN prior to the use and the quality of the material for this purpose has been guaranteed by NOVOPAN in writing.

6.8 The limitation period for claims based on defects asserted by the Purchaser shall amount to one year (including building-related defects and defective contract products used for construction works). This limitation period shall also apply for claims in tort based on a defect of the contract products. The limitation period shall begin to run from the delivery of the contract products. Liability pursuant to damages resulting from a breach of a warranty or from harm to life, physical injury, or harm to health as well as in case of intent and gross negligence shall remain unaffected thereby. Any comment of NOVOPAN on a claim based on defects asserted by the Purchaser shall not constitute entry into negotiations on such claim or on the facts giving rise to the claim, provided that NOVOPAN rejects the claim based on defects to the full extent.

6.9 Subject to contractual provisions explicitly agreed on otherwise or compulsory legal provisions, the above paragraphs comprehensively and exclusively provide for the warranty obligations of NOVOPAN. There are no further ones.

7 RETENTION OF TITLE

7.1 Until such time as all receivables according to the agreement with the Purchaser and the companies associated with the Purchaser have been paid, NOVOPAN shall retain title (ownership) to the purchased goods. To the extent NOVOPAN agrees with the Purchaser on payment of the purchasing price on the basis of check / bills of exchange procedure, the retention of title shall also extend to the encashment as well as any claims against the Purchaser in connection with a potential liability of NOVOPAN towards respective third parties holding rights in such bills and does not expire with the receipt of money from such check / bills of exchange procedure.

8 RESTRICTIONS ON LIABILITY

8.1 NOVOPAN shall be fully liable for damages resulting from a breach of a warranty or from harm to life, physical injury, or harm to health. The same shall apply in case of intent or gross negligence. For slight negligence, NOVOPAN shall be liable only to the extent material duties are breached, such duties resulting from the nature of the contract and being of essential importance for the attainment of the purpose of the contract. In case of breach of such duties and in case of default and impossibility of performance, NOVOPAN's liability shall be limited to damages that are typically expected to occur within the context of the contract and NOVOPAN shall under no circumstances be liable for any indirect or consequential loss or loss of profit. Statutory product liability shall remain unaffected.

8.2 Any compensation sum that NOVOPAN has to pay will be limited to the invoice value of the individual delivery.

8.3 Any preclusion or limitation of NOVOPAN's liability shall also apply for the personal liability of NOVOPAN's employees, staff members, representatives, and auxiliary persons.

8.4 The Purchaser shall take the sole risk as between the Parties as co-producer, if the damage falls within his domain of control and organization and if he is liable as producer against third parties. The above condition in particular applies to a situation that the final product is defective and/or instructions given to the end-customer are incorrect or incomplete. The Purchaser shall indemnify NOVOPAN explicitly from any claims and shall provide security in case as far as its liability in the internal relationship is concerned.

- 8.5 In the event NOVOPAN is caused to call back or send a warning notice due to a defect in the contract products, the Buyer shall use its best efforts to support NOVOPAN and take part in all reasonable measures that NOVOPAN deems reasonable and appropriate; in particular, the Buyer will establish the necessary customer data. The Buyer shall bear the costs for the product recall or warning notice unless it is not responsible for the defect in the contract products and the loss occurred according to the principles of product liability laws. Further claims of NOVOPAN shall remain unaffected thereby.
- 8.6 The Buyer will inform NOVOPAN in writing without delay about all possible risks in connection with the use of the contract products that become known to it, and any possible defects in the contract products.
- 8.7 NOVOPAN has taken out product liability insurance with maximum coverage of DKK 2.5 million per insurance event. NOVOPAN's product liability is otherwise and in all circumstances limited to the insurance coverage.
- 8.8 Notwithstanding anything to the contrary NOVOPAN shall under no circumstances be liable for any error that may occur in connection with or as a result of any Service.

9 APPLICABLE LAW & VENUE

- 9.1 All contractual and non-contractual relationships of the parties shall be governed by Danish Law (excluding its rules on choice of law). The application of the uniform UN Convention on the International Sale of Goods (CISG) shall be excluded.
- 9.2 Court of Venue for all disputes arising out of or in connection with the contract, including disputes over the conclusion of it, shall be the Municipal Court of Randers, Denmark. NOVOPAN may sue the Purchaser also at its registered office. Aforesaid does not apply if compulsory legal provisions provide for any other exclusive Court of Venue.

10 OTHER PROVISIONS

- 10.1 Should particular provisions of these conditions be or become invalid, the validity of the remaining provisions shall not be affected hereby. The parties to the contract shall be obliged to agree on a new provision by which the targets pursued by the invalid provision are reached the best way possible. The same applies in case of a gap.
- 10.2 Changes and deviations to the preceding provisions require written form to become effective. This also applies to a change of the written form requirement itself.

In case these Terms and Conditions of Sale, Delivery and Payment diverge from the individual concluded contract, the provisions of the individual contract shall prevail.

May 2023