

# GENERAL TERMS OF SALE AND DELIVERY FOR ALLSTEEL

## GENERAL

The terms set forth below shall apply to all sales and deliveries by ALLSTEEL, unless otherwise agreed in writing. The conditions also apply to the seller's deliveries, cf. NL 92. In the event of a discrepancy between the sets of rules, these terms of sale and delivery must always take precedence over NL 92.

## 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 ALLSTEEL, until issue of a written order confirmation.

An offer submitted by ALLSTEEL shall become void if acceptance has not been received by ALLSTEEL 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 ALLSTEEL when a written order confirmation has been submitted to the buyer. Special conditions specified by the buyer in the order are not binding for ALLSTEEL, unless ALLSTEEL has accepted – and confirmed – such special conditions.

## MODIFICATION OR CANCELLATION OF ORDERS

Modification or cancellation of orders shall be reported to ALLSTEEL two days after the date order confirmation has been received, at the latest. In the event of modifications or cancellations received by ALLSTEEL 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.

## DELIVERY

Deliveries are Ex Works Næstved (FCA Incoterms 2010), 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 ALLSTEEL in a way considered most suitable by ALLSTEEL. ALLSTEEL 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.

ALLSTEEL 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 six months. The time of delivery stated shall apply subject to other orders received before acceptance.

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

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

## PAYMENT

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

## PRICES AND TERMS OF PAYMENT

Prices quoted in price lists and invoices are excl. VAT. In addition, freight costs, pallets and other wooden packaging shall be invoiced. ALLSTEEL 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 ALLSTEEL.

Deliveries with amounts less than DKK 500, - excl. VAT will be charged a fee of DKK 300, - excl. VAT.

Payment must be received by ALLSTEEL on the date stated on the invoice as the last timely payment date.

A prerequisite for a credit option is that the buyer must be able to be credit approved. If this is not the case, ALLSTEEL requires another form of payment security.

If the invoice is not paid on time, cf. the due date stated on the invoice, interest will accrue at 2% per month.

## INFORMATION AND APPROVALS

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

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

## RECEIPT OF GOODS

Visible damage to packaging or goods must be noted on the carrier's and recipient's delivery note (received with reservations), and the carrier must sign shipping documents with name and date.

Goods receipt should always be received with reservations if it is not possible to check the contents of the shipment while the transporter / driver is present.

Damage, defects or flaws incurred in connection with shipping are irrelevant to ALLSTEEL, and complaints regarding this must be directed to the carrier. 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 ALLSTEEL immediately and not later than seven days after receipt of the consignment.

If the recipient is prevented from receiving or refuses to receive the agreed item for the agreed delivery time, delivery is considered to have taken place at the agreed delivery time. All costs incurred as a result are borne by the buyer.

## REMEDY OF DEFECTS

The buyer's complaint of a defective product shall be submitted to ALLSTEEL in writing eighteen months after the date of delivery, at the latest. During the first six months after receipt of the goods, the burden of proof shall lie with ALLSTEEL. After that, the buyer shall bear the burden of proof.

ALLSTEEL must be contacted regarding complaints before any further action is taken, taking reservations for unintended use and harm of the products, any damage caused by incorrect installation, misuse or incorrect operation.

At its sole discretion, ALLSTEEL 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 ALLSTEEL have shown a defect resulting from faulty workmanship, design and/or materials.

If a defective component is identified before the claims deadline, it shall be sent to ALLSTEEL 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 ALLSTEEL, who shall take over the replaced parts. Apart from this, ALLSTEEL 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. ALLSTEEL shall not be liable for operating loss, lost profit or any other financial loss resulting directly or indirectly from defective products supplied by ALLSTEEL.

## RETURNS

Items cannot be returned.

## FORCE MAJEURE

ALLSTEEL shall not be responsible for delays or obstructions resulting from force majeure and other circumstances beyond the influence and control of ALLSTEEL, 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 ALLSTEEL secret to any third party.

## DISPUTES

ALLSTEEL 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 ALLSTEEL chooses judicial decision, the legal venue shall be that of ALLSTEEL. 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.

08.12.2017