



## **SILWA A/S**

### **Terms of sale & delivery**

**1. Validity.**

The following terms of sale and delivery apply to all quotations, sales and deliveries, unless otherwise agreed in writing.

The customer's terms of sale and delivery are only valid with SILWA A/S's written approval.

**2. Quotations.**

Quotations made by SILWA A/S are only valid for thirty (30) days from the date of issue. SILWA A/S shall not be bound by any quotation until it has accepted the customer's order by issuing an order confirmation.

In respect of orders for tools, presentation by SILWA A/S of an invoice for the first 1/3, or the first 1/2, is considered confirmation of order and the customer's payment thereof as verification. The stated delivery period runs from the date of payment by the customer and is also conditional on SILWA A/S being in receipt of all specifications, including approved drawings with indications of measurements and dimensions.

The delivery period is always calculated in working days/working weeks.

Tool and item orders are based on a minimum of 2 years of production of items, unless otherwise agreed in writing.

**3. Prices.**

All prices are stated in DKK exclusive of VAT. All item prices are based on delivery bulk unless otherwise agreed in writing.

All prices for plastic items are based on dyeing with masterbatch unless otherwise agreed in writing.

Changes in prices of raw materials, rates of duty, public charges and taxes, currency, etc., may result in an adjustment of the sales price. In such a case, the customer will be informed of the matter directly.

Orders for less than DKK 2,500 incur an additional handling charge of DKK 1,250 excluding VAT.

**4. Payment terms.**

Payment for tools and other production equipment:

1/3 net cash at time of order.

1/3 net cash on delivery of outturn samples.

1/3 on approval, but no later than thirty (30) days after delivery of outturn samples.

Alternatively:

1/2 net cash at time of order and 1/2 net cash on delivery of outturn samples.

Any rectification or modification of the item has no bearing on the payment terms.

New measures result in a new quotation and new delivery period.

Payment for other goods/plastic items is thirty (30) days net from date of dispatch.

If the customer does not pay the due amount on time, SILWA A/S is entitled to levy interest for late payment on the due amount at 2% per month or part thereof.

If SILWA A/S has fully or partly completed manufacture of tools or production of deliveries and the customer postpones the date of delivery, the customer is obliged to abide by the agreement already made in respect of SILWA A/S's order confirmation and due date for payments.

Exceptionally, orders may be cancelled by written agreement, and SILWA A/S shall in this connection be indemnified in full. This also applies in the event of bankruptcy, suspension of payment, or if insolvency has been established.

The customer is not entitled to use set-off to cease payment of SILWA A/S's receivables or to exercise any right of retention, irrespective of whether the customer's claims originate from this or another legal relationship between the parties.

**5. Retention of title.**

All deliveries, plastic items, tools and equipment delivered by SILWA A/S remain the property of SILWA A/S until payment of all amounts relating to the deliveries, including all interest and costs, has been made in full.

**6. Delivery.**

All deliveries are ex-works in accordance with the applicable Incoterms.

For reasons relating to production engineering, SILWA A/S reserves the right to a margin of +/- 10% on a confirmed volume of plastic items.

In the event that SILWA A/S cannot meet the confirmed delivery period, the customer will be informed thereof as soon as possible, and details of a new delivery period will be provided.

If delay in delivery is due to circumstances which, under the terms of force majeure, shortage of goods, delay in deliveries from sub-suppliers, etc., constitute grounds for release from liability, or which are due to commissions or omissions of the customer, the delivery period shall be extended to an extent considered appropriate on the basis of the circumstances in question. The delivery period is extended even if the cause of the delay occurs after expiry of the delivery period originally agreed.

SILWA A/S is not liable for indirect loss, for instance lost earnings, consequential damage and loss of profit, etc.

In the event of arrears, SILWA A/S is entitled to withhold deliveries until all receivables due are paid.

**7. Tools and plastic items.**

To the best of its ability and experience, SILWA A/S will advise the customer on the choice of products, plastic materials and the functions of the latter. Nevertheless, it is expressly agreed that in providing such technical advice and support, which is given free of charge, SILWA A/S is under no obligation or liability in respect of such advice and support, or results obtained relating to the customer's products or use, unless the parties have made a separate written agreement to that effect.

If a special lifetime warranty has been granted on tools, this ceases to be valid in any instance where the tool is moved to another supplier.

General tolerances on plastic items are based on DIN 2768-m.

**8. Complaints.**

Immediately on receipt of a delivery, the customer is obliged to examine it for any defects or deficiencies. To be considered, complaints shall be notified in writing, no later than fourteen (14) days from receipt of delivery.

In the event that the customer believes it is in a position to make a complaint about a delivery, it shall send one/several defective items to SILWA A/S on enquiry. Where the complaint can be acknowledged, SILWA A/S shall be entitled to complete the delivery by delivering new items, free delivery, to replace the number of items covered by the complaint, or issue a credit note equivalent to the deficient delivery.

Where the customer wishes to return the batch of goods, this may only take place according to prior agreement.

Without prior written agreement, SILWA A/S will not accept any costs in connection with sorting, etc. at the customer's premises.

SILWA A/S shall not be held liable for loss of profit, loss due to delay, lost earnings or other consequential damage, daily penalties, indirect loss or other consequential financial loss on the part of the customer.

**9. Product liability.**

The customer shall indemnify SILWA A/S to the extent SILWA A/S is held liable by a third party for damage or loss for which, in accordance with the points below, SILWA A/S is not liable in respect of the customer.

SILWA A/S is not liable for damage caused by the delivery:

- to real estate or movables which occurs while the supplies are in the possession of the customer
- to products manufactured by the customer or to products of which these form part, or for damage to real estate or movables which these products cause due to the supplies.

Under no circumstances will SILWA A/S be responsible for loss of profit, lost earnings or other consequential financial loss. The aforementioned limitations on SILWA A/S's liability do not apply if SILWA A/S is guilty of gross negligence. If a third party claims damages against one of the parties in accordance with this clause, this party is to immediately inform the other of the matter. SILWA A/S and the customer are under a mutual obligation to appear before the court or arbitration tribunal which hears a claim brought against either of the parties on the basis of damage or loss allegedly caused by the supplies delivered.

**10. Disputes.**

All disputes concerning an agreement between the parties are to be settled under Danish law by an action brought at the Copenhagen Maritime and Commercial Court.

**11. Force Majeure.**

In the event that delivery is prevented due to force majeure, this shall release SILWA A/S from all liability, and SILWA A/S reserves the right to cancel the agreement in full or in part, or to postpone the delivery by the delay caused by the hindrance beyond the delivery deadline set out in the agreement. Instances of force majeure are labour disputes, war or military call-up, blockade, lock-out, political unrest, state intervention of whatever type, lack of fuels or circumstances in general which are outside SILWA A/S's control and which impact on SILWA A/S's ability to meet its delivery obligations.