

# Terms of Sales and Delivery:

## 1 OFFER AND ORDER CONFIRMATION:

The offer is valid for 4 weeks, unless otherwise agreed. In case changes of VAT, customs or export fees have been made before the execution of the project in relation to the dates of the offer, the seller has the right to include these in the prices quoted. The same is the case, if the consequences of government measures or legislation here or abroad mean unforeseen additional charges and costs. When the offer is accepted by the buyer, an order confirmation is forwarded.

## 2 PAYMENT

The terms of payment appear from the offer and the order confirmation.

The seller can demand that the buyer provides a satisfactory guarantee for the payment.

Part deliveries are invoiced and paid concurrently with the delivery. If a delivery is incomplete or otherwise defective, this does not entitle the buyer to withhold the whole purchase price.

In case of non-payment the seller is entitled to charge an interest on the amount due corresponding to the bank rate in force at the time in question with an addition of 3% besides the default interests.

The interest calculation is prepared monthly until the delay of payment ceases.

## 3 TIME OF DELIVERY AND FORCE MAJEURE:

Delivery takes place soonest possible, unless otherwise mentioned in the order confirmation, with reservations for force majeure, accidents, possible delay of the ordered materials, and delay in the production due to accidents.

Both the buyer and the seller can free himself by registered letter to the other part from the purchase/sale, if the above means a delay of more than 3 months.

If the buyer wants to postpone the agreed delivery date, the seller reserves the right to invoice the delivery on the original delivery date. The goods can remain in the seller's warehouse against payment; however the risk will be for the buyer's account.

With reservations for delays and other effects from COVID-19 and other pandemics

## 4 DELIVERY AND TRANSFER OF RISK

All deliveries are made EXW, 2LP A/S Farvervej 20, DK-7490 Aulum, due to Incoterms 2010 unless otherwise has been agreed in writing. All deliveries are for the buyer's account and risk. If a shipment is postponed due to the buyer's circumstances, the risk passes to the buyer from the day the item sold should have been shipped.

If the shipment has been agreed to take place DAP, the following other rules apply: It is the customer's responsibility to inspect all goods upon receipt, regarding the number of pallets / packages according to shipping documents. If there are deviations, these must be noted on the shipping documents. In addition, it is the customer's responsibility to inspect all packaging for visible damage. If there are signs of damage or damaged packaging, this MUST be noted on the shipping documents before they are signed. The customer must take photos of the visible damage. Photos and copy of shipping documents with remarks are sent to 2LP no later than the day after receipt. The information is sent to: sales@2lp.dk.

## 5 CLAIMS

Immediately after receipt the buyer is entitled to examine the goods, and possible claims must be made in writing to the seller within 8 days from the delivery. If a claim is not made before the expire of the respite, the buyer cannot invoke possible defects later.

## 6 PRODUCTION AND PRODUCT DEVELOPMENT RIGHTS

All drawing materials, proposals, and offers are the seller's property and can as such not be used, copied, published, or made available for any competing company without the seller's permission.

## 7 DELIVERY AND MOUNTING

If a price for delivery and mounting is mentioned in the offer, the buyer must see to it that the premises are made ready so that the operators are not delayed by f.inst. other workers or other things. Documented extra time consumption and costs to seller's staff due to such inconveniences must be paid by the buyer. If buyer wants to change the time for the agreed mounting with less than 8 days' notice, the mounting price must be renegotiated.

## 8 RETURN OF GOODS

Goods cannot be returned.

## 9 OWNERSHIP

The ownership of the goods sold remain with the seller, until the whole purchase price has been paid.

## 10 DEFECTS

If defects on the goods delivered appear within a year from the date of delivery, and it can be established that the defects can be referred to faults in connection with the construction or the manufacture of the products, inclusive of the materials used, the seller is at his option engaged - soonest possible and without charge - to exchange the products or repair the defective products. Exchange or repair takes place either at the factory or at the delivery address. The seller has no responsibility for consequential loss, loss of profit, or other indirect costs due to insufficient delivery.

## 11 GUARANTEES

On the products delivered guarantee is granted in accordance with the provisions and rules of The Danish Sale of Goods Act and to the same extent, as the guarantee from the sub suppliers prescribes.

## 12 PRODUCT LIABILITY

The seller is responsible for personal injury, if it can be established that the damage is due to a fault or negligence carried out by the seller or others, for whom he is responsible. The seller is not responsible for damages on immovables or movables, in so far as the damage occurs, while the delivery is in the buyer's possession. The seller is not responsible for consequential loss, loss of profit, or other indirect loss.

## 13 DISPUTES

If a dispute should arise in consequence of the delivery about the contractual issue of the product etc., it is our right to choose if possible, disputes concerning the product delivered shall be settled by arbitration or at the ordinary court.

## 14 SPECIAL CONDITIONS

The buyer himself provides the necessary applications to the authorities about approval. If this according to agreement should lay upon the seller, it will be for the buyer's account.

Changes in these terms of sale and delivery are only valid, if they are approved in writing by both parties.