

GENERAL TERMS

TERMS OF DELIVERY:

Ex. works. Pallets are one-way pallets. Prices do not include transport and insurance. Transport and insurance can be offered separately upon request.

TERMS OF PAYMENT:

C.O.D.: Payment must be received to release goods for shipment.

TIME OF DELIVERY:

Normally 3-5 weeks - please contact sales department.

NB: Delivered on truck without lift gate.

All terms as per Poul Willumsen P/S terms of sale and delivery.

All prices are in EURO and excluding VAT.

We reserve the right to make changes to this pricelist without warning.

We reserve the right to make changes to the basic colours of our products without warning.

TERMS OF SALE AND DELIVERY

1. SCOPE

These terms of sale and delivery apply to all deliveries made by Poul Willumsen P/S (the Seller) unless otherwise agreed in writing between the parties.

All deliveries are made on the basis of an order confirmation from Poul Willumsen P/S and any objections to the content of the order confirmation must be made in writing to Poul Willumsen P/S not later than 14 days after receipt.

2. PRICE

The agreed purchase sum is, unless otherwise agreed, ex. works and excluding of VAT. All quotations are made based on the current price on the day of the offer. The Seller reserves the right to adjust the price after the date of the offer to include any consequences of exchange rate adjustments, changed prices from vendors, changes in customs tariffs etc.

3. TERMS OF PAYMENT

Payment must be made in cash upon delivery of the goods, unless otherwise agreed upon in writing. The Buyer is not entitled to make any set-off against the payment, unless the Seller agreed to this in advance.

If the due date for payment has been exceeded an interest rate of 1½% per month is added to the purchase sum. Compound interest is made.

4. OWNERSHIP

Until complete payment for the goods has been received by the Seller, including any interest and costs of recovery, the goods remain the property of the Seller. If the Buyer defaults on his payment obligations, the Seller is entitled to repossess the goods.

The Seller shall ensure that the delivered goods are properly insured under the insurance policy taken out by the Buyer

5. PLACE OF PAYMENT

Payment must be made to the place specified by the Seller

6. PLACE AND TIME OF DELIVERY

The delivery as stated in the order confirmation, the contract of purchase, or any other written agreement is considered to have been made upon shipment of the goods from Seller's address. The shipment is made at the Buyer's expense and at his risk to the destination instructed by the Buyer. The Buyer undertakes to take out any transport insurance policy.

Unless the Buyer requests the use of a specific method of dispatch, all goods will be shipped by the method found by the Seller to be the most appropriate at the time of shipment.

All the agreed times of delivery are approximate. The Seller reserves the right to postpone the delivery. If the delivery is postponed for more than 20 days, the Buyer is entitled to cancel the agreement without any further claims from any of the parties upon the other. The Buyer has no other remedies in case of delay. Thus the Seller does not assume any responsibility for any delay.

The Seller shall notify the Buyer of any postponement as soon as he realizes that delivery at the stipulated time is not possible.

The Seller reserves the right to cancel a delivery, if the Company's terms of payment in relation to the present or any previous deliveries or other agreements are not met.

7. THE DELIVERY

In case the Seller is requested to process the goods ordered with the Seller. i.e. printing the Buyer's name, logo or other processing, the Seller is entitled to adjust the volume of the delivery within an interval of +/- 10%. In such event the sum charged for the delivery is adjusted to reflect the actual volume of the delivery shipped to the Buyer.

8. SCRAPPED ITEMS

Where the Seller's delivery includes processing of goods supplied by the Buyer, the Seller is entitled to scrap as much as 5% of the goods supplied by the Buyer. Items that have been scrapped will not be compensated by the Seller.

In such cases the amount charged by the Seller shall be adjusted to reflect the actual number of articles supplied by the Seller.

9. COMPLAINTS AND RESPONSIBILITY FOR DEFECTS

The Buyer must examine the delivered goods immediately upon receipt. Any complaint of defect not registered immediately upon receipt of the goods must be made within 14 days after the defect has or ought to have been discovered. The Seller's responsibility for defects lapses 1 year after the date of delivery, cf. s. 6, if a complaint has not been filed.

If the Buyer in due time has filed a complaint of a defect, which is caused by the choice of

TERMS OF SALE AND DELIVERY

material or of the manufacturing process itself, the Buyer is only entitled to require replacement supply. Replacement delivery must take place according to further agreement within reasonable time and with due regard to the time of production. If the replacement delivery does not conform to the agreed quality either, the Buyer is entitled to require a replacement delivery as well as to terminate the agreement as regards the defective part of the order. The Buyer has no other remedies in case of defects.

The Seller is not responsible for defects other than those mentioned above. The Seller is not therefore responsible for any direct or indirect losses that may be caused by the defect, including operating losses, loss of profits or any other indirect loss.

Return of the goods may only take place upon previous agreement with the Seller.

10. PRODUCT LIABILITY

The Seller's product liability towards a third party shall be governed by the rules pertaining hereto. However, the Seller is only responsible to the Buyer for direct losses caused by the Seller's failure to perform the contract. The Seller is not therefore responsible for operating losses, loss of profits or any other indirect loss. Furthermore, the Seller's liability shall not exceed the amount covered by the Seller's product liability insurance from time to time in any one case. The Buyer shall indemnify the Seller for any amount in excess of which the Seller is held liable to pay a third party as a result of the product liability.

The Buyer is under an obligation to allow actions to be brought before the same court of law that adjudicates claims for damages against the Seller pertaining to the goods sold.

11. INTANGIBLE PROPERTY

All copyrights in relation to the goods delivered, the ownership of moulds and tools used in connection with the production of the goods and all other intangible properties concerning the delivered goods shall remain the property of Seller.

The Buyer only acquires right of use of the goods handed over.

12. INFRINGEMENT OF THIRD PARTY RIGHTS

Where, on the Buyer's request, the delivered goods have been marked with logos, trademarks or other distinctive features, the Seller shall not be responsible for any infringement of third party rights caused by the distribution of goods marked with such distinctive features.

In the event that the Seller must make payment to a third part in connection with any infringement of third party rights, the Buyer shall indemnify the Seller.

13. FORCE MAJEURE

The Seller is entitled to avoid the performance of the agreement if circumstances at the time of delivery,

- prevent the fulfillment of the agreement or make the fulfillment unreasonably burdensome
- are beyond the control of the Seller and
- could not have been foreseen at the time of the conclusion of the agreement such as trade disputes, fire, conflicts of war, seizure, exchange rate restrictions, riots and violence, disruption of infrastructure and non-conformity or delay of deliveries from sub-suppliers, including lack of or defects in production of the moulds and/or tools necessary for the production.

In case of force majeure the Seller shall inform the Buyer. The Buyer can make no claims against the Seller in this connection.

14. LEGAL VENUE AND GOVERNING LAW

Any dispute as a consequence of this agreement shall be settled according to Danish law by the court of first instance at the Copenhagen Maritime and Commercial Court.

CONTACT DETAILS:

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