

## **TERMS AND CONDITIONS OF SALE, JYDSK BLINDRAMMEFABRIK AS**

### **1. Basis for agreement**

The below sales- and delivery terms for Jydsk blindrammefabrik A/S (in the following "JBF") will be valid for all deliveries of stretcher bars, lengths of moulding and other material as well as purchase of machinery, equipment for machinery and spare parts if nothing else has been agreed in writing.

### **2. Order**

Final order will not be binding for JBF until order confirmation has been given. Having received the order confirmation the order cannot be cancelled without a written accept of JBF.

### **3. Delivery**

The delivery only includes the goods mentioned in the order confirmation.

### **4. Place of delivery, dispatch risks**

In case of agreed dispatch JBF reserves the right to choose means of transport to be used in connection with transport of the goods to the purchaser, if there is no other written agreement with the purchaser. The transport is always on purchaser's risk, whether JBF pays the transport or not.

### **5. Time of delivery**

The time of delivery is to be calculated for each order, unless other agreed in writing, from the date JBF gives the confirmation of order. JBF endeavours to keep the agreed time of delivery, but takes no responsibility regarding possible delays. Thus the purchaser has no claim for compensation for damages in the case of delayed delivery.

If delivery is not possible because of force majeure or other conditions outside the control of JBF, JBF can without any notice delay delivery indefinitely or cancel the order without being presented for claim for damages.

### **6. Terms of payment**

Terms of payment are mutually agreed between JBF and the purchaser.

Payment after the times stated entitles JBF to collect interest on overdue payment per month started with the rate of interest stated on the invoice. Any non-fulfilment of the payment is essential and entitles JBF to stop any other delivery to the purchaser or to cancel all agreements with the purchaser and demand compensation for any loss in this connection. JBF can at any time in spite of opposite agreements at a day's notice demand guarantee from the purchaser for the payment. Expenses for such a guarantee are irrelevant to JBF.

## **General procedure for overdue balances.**

Overdue balances is processed in cooperation with Købmandsstandens Inkassoservice (KIS – debt collection service)

**A.** The first Monday after the payment deadline is exceeded, you will receive a phone call from us, which will remind you about the payment. Following this call you will have the remaining part of the week to pay our receivable without further fees or restrictions.

**B.** If you don't pay us our receivable In the following week, we will hand over the case automatically to KIS, and all future correspondence in the case will be between you and KIS When opening a case at KIS, there will automatically be added an amount of 410 DKK on each case (€55)

The amount of 410 DKK (€55) is consisting of a reminder fee of 100 DKK (€13,5) and a compensation fee of 310 DKK. (€41,5) The compensation fee is based on an EU regulation and is mandatory.

While your case is being handled by KIS, your account with us will be blocked for further commerce.

**C.** The overdue balance shall be paid including the fees directly to KIS according to the letter you have received from us. Payment of the overdue balance, doesn't absolve you for paying the added fees, it will only extent your case and the reopening of your account.

**D.** If the overdue balance incl. fees are not paid before 14 days, after it was surpassed to KIS, you will be contacted by phone by KIS, and they will initiate a conversation with you about the payment. If the payment is still withhold (at this point, the balance is already due with up to one month) you will automatically be registered in RKI Denmark, with immediate effect on your general line of credit.

You will be erased from RKI Denmark again right after the amount has been paid.

## **7. Retention of ownership**

Goods delivered From JBF remain the property of JBF till the total invoice amount is paid. The purchaser is committed to insure the full purchase value till full payment has taken place.

Goods delivered from JBF directly to third party in connection to the purchaser, does not violate the property rights of the products.

## **8. Complaints**

Complaints of defects and lacks must be notified in writing to JBF soonest possible and not later than 8 (eight) days stating reason and nature. Any change or interference in the goods sold without the approval in writing from JBF releases JBF from complaint obligations.

If JBF, as a consequence of missing exchange of faulty products or redelivery within fair time, should be sentenced to pay damages, the damages will be limited to an amount corresponding to the costs to exchange the defect. The amount of damages can at a maximum be the purchase amount of the goods sold.

There will be no damages for indirect losses and subsequent defects at the purchaser's, such as loss of profits, fruitless costs paid, deprivation, personal injury, damage on real property or similar.

#### **9. Return of goods.**

Goods not produced to order can be returned, but only after agreement with JBF

#### **10. Order**

If the production of an order has been started, the order cannot be cancelled.

#### **11. Venue and choice of law.**

Any dispute of JBF's deliveries of stretcher bars, length of moulding and other products and purchase of machines, accessories to machines and spare parts should be settled in a normal Danish court on the basis of Danish law. Venue is agreed to be the court in Aarhus.

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