

TERMS AND CONDITIONS OF SALE AND DELIVERY OF ROLF SCHMIDT INDUSTRIPLAST A/S, CVR NO.: DK19781488

1. General

1.1 All deliveries from ROLF SCHMIDT INDUSTRIPLAST A/S will be made in accordance with the present Terms and Conditions of Sale and Delivery to the extent that they have not expressly been deviated from or amended by other written agreement.

1.2 Special conditions of purchase or specific requirements for the goods purchased made by the buyer and listed in, for example, the buyer's purchase order or the buyer's general conditions of purchase, tender documents etc. are not binding on ROLF SCHMIDT INDUSTRIPLAST A/S without the express written consent of ROLF SCHMIDT INDUSTRIPLAST A/S.

2. Quotation/order

2.1 Agreements between the buyer and ROLF SCHMIDT INDUSTRIPLAST A/S are only considered to have been concluded when the agreement has been confirmed in writing by ROLF SCHMIDT INDUSTRIPLAST A/S, for example by submitting an order confirmation. In the event of discrepancies between the order confirmation and the buyer's order or consent, the order confirmation prevails. All goods offered by ROLF SCHMIDT INDUSTRIPLAST A/S are subject to prior sale.

2.2 Technical information, guidelines etc.

Product information, illustrations, drawings and information on technical data, such as volume, performance etc., in brochures, PowerPoint presentations, on ROLF SCHMIDT INDUSTRIPLAST A/S's website etc. are indicative only. ROLF SCHMIDT INDUSTRIPLAST A/S's information is only binding if a separate written guarantee is provided for this information as part of the agreement.

2.3 The buyer is fully responsible for selecting the product/service, including ensuring that the buyer can obtain the expected results and functionality, and that the product/service is able to function in the buyer's existing or planned environment.

2.4 In connection with the approval of drawings, the buyer assumes liability and risk in relation to ensuring that the item produced in accordance with the relevant drawings is perfectly suited in terms of design and structure for the use or the purpose intended by the buyer.

3. Terms of payment and retention of title

3.1 Unless otherwise agreed, the purchase price falls due for payment on the due date stated in the invoice.

3.2 If payment is not made in due time, interest will be charged as from the due date, see Clause 3.1, on the basis of the balance outstanding at any time at a rate of 1.5% per month or part thereof.

3.3 The buyer is not entitled to any set-off against the purchase price for claims arising from any other legal relationship, and the buyer is not entitled to exercise any right of retention or refuse payment due to a delay, complaint or counterclaim regarding the specific delivery.

3.4 If the buyer fails to meet the payment obligations in relation to ROLF SCHMIDT INDUSTRIPLAST A/S, ROLF SCHMIDT INDUSTRIPLAST A/S reserves the right to withhold any further deliveries, including deliveries that have already been handed over to the carrier, until payment in full for all receivables has been effected.

3.5 ROLF SCHMIDT INDUSTRIPLAST A/S retains title in the goods sold until the purchase price plus any interest and costs have been paid.

4. Delivery

4.1 Delivery is ex works ROLF SCHMIDT INDUSTRIPLAST A/S in Kolding (Incoterms 2000), unless otherwise specifically agreed in writing. If delivery cannot be effected due to circumstances attributable to the buyer, the delivery remains with ROLF SCHMIDT INDUSTRIPLAST A/S at the buyer's expense and risk. ROLF SCHMIDT INDUSTRIPLAST A/S is entitled to claim warehouse rent, costs etc.

4.2 Any delivery time stated by ROLF SCHMIDT INDUSTRIPLAST A/S is tentative and thus non-binding on ROLF SCHMIDT INDUSTRIPLAST A/S, unless a fixed delivery time has been expressly agreed for the entire delivery or parts thereof.

4.3 If a fixed delivery time has been expressly agreed, ROLF SCHMIDT INDUSTRIPLAST A/S is entitled to extend the period by ten working days calculated from the expiry of the fixed delivery time. If ROLF SCHMIDT INDUSTRIPLAST A/S exceeds the extended delivery time, the buyer is entitled to charge an agreed penalty as from the expiry of the extended delivery time. The agreed penalty is 0.5% per whole week of delay calculated on the basis of the part of the agreed purchase price which covers the delayed delivery. The agreed penalty may not exceed 5% of the agreed purchase price for the delayed delivery. If ROLF SCHMIDT INDUSTRIPLAST A/S exceeds the extended delivery time by more than 45 working days, the buyer is entitled to cancel the agreement.

4.4 If the buyer chooses to cancel the agreement, the buyer is only entitled to a refund of any fees already paid in relation to the delayed delivery, but not any refund of fees related to other deliveries. The buyer is not entitled to any other remedies for breach in the event of the delay in question and is thus barred from claiming damages of any kind.

4.5 In connection with custom-made products, ROLF SCHMIDT INDUSTRIPLAST A/S reserves the right to an over- or under-delivery of up to 10%.

5. Prices

5.1 All deliveries are made according to the prices in force at the time of delivery and which appear from ROLF SCHMIDT INDUSTRIPLAST A/S's price lists, order confirmations etc. The quotations and prices stated in the order confirmation are exclusive of VAT and other public taxes, duties, fees etc. associated with the delivery, but they will be added to the price when preparing the invoice.

5.2 ROLF SCHMIDT INDUSTRIPLAST A/S reserves the right to change prices without notice due to extraordinary increases in the price of raw materials and in wages and salaries.

6. Returned goods

6.1 Returned goods are only accepted subject to prior agreement (goods with a value of less than DKK 500 are not accepted for return), and only with a deduction of 15% of the value and against the buyer's payment of the return freight. The freight risk is borne by the buyer. Custom-made goods or goods purchased at the buyer's request are not accepted for return. Any repackaging of the returned goods takes place at the buyer's expense.

7. Liability and defects

7.1 The buyer is obliged to examine the delivered products/services immediately and no later than one week after receipt. The buyer's right to rely on defects in the delivered products/services lapses if the buyer fails to notify ROLF SCHMIDT INDUSTRIPLAST A/S thereof as soon as he has discovered or ought to have discovered the defect. In any case, the buyer loses the right to rely on defects in the delivered products/services if the buyer fails to notify ROLF SCHMIDT INDUSTRIPLAST A/S thereof in writing within two years of the delivery date.

7.2 If it is documented that the products/services delivered by ROLF SCHMIDT INDUSTRIPLAST A/S were defective at the time of delivery, and the deadline for complaints in Clause 7.1 has been complied with, ROLF SCHMIDT INDUSTRIPLAST A/S undertakes to remedy the defects within a reasonable time by carrying out repairs or making a replacement delivery at its own discretion, provided that the products/services have been used under normal conditions in accordance with ROLF SCHMIDT INDUSTRIPLAST A/S's instructions.

The buyer bears the additional costs incurred by ROLF SCHMIDT INDUSTRIPLAST A/S in connection with the remedial action in the event that the defective products/services are situated in a location other than the place of delivery.

7.3 If ROLF SCHMIDT INDUSTRIPLAST A/S is unable to carry out the remedial action in accordance with Clause 7.2, or if the costs associated with the remedial action exceed ten times the invoice price of the defective product(s)/service(s), ROLF SCHMIDT INDUSTRIPLAST A/S is liable in damages vis-à-vis the buyer in accordance with the general rules of Danish law subject to the limitations or additions set out below.

ROLF SCHMIDT INDUSTRIPLAST A/S's liability in connection with defects in the delivered products/services is limited to ten times the invoice price of the defective products/services; however, the damages may not exceed the invoice price of the overall delivery of which the defective products/services form part. The damages for defects in the delivered products/services may also not exceed DKK 1 million per calendar year.

In no case is ROLF SCHMIDT INDUSTRIPLAST A/S liable in damages for any indirect loss, including loss of profit, operating losses and other resulting financial losses.

7.4 Except as set out in Clauses 7.1 to 7.3 above, any claim made by the buyer due to defects in the products/services delivered by ROLF SCHMIDT INDUSTRIPLAST A/S is not permitted.

7.5 The limitations of ROLF SCHMIDT INDUSTRIPLAST A/S's liability in accordance with this Clause 7 do not apply if ROLF SCHMIDT INDUSTRIPLAST A/S has caused the defect deliberately or through gross negligence.

8 Product liability

8.1 ROLF SCHMIDT INDUSTRIPLAST A/S is liable in damages for any damage caused by the products/services delivered by ROLF SCHMIDT INDUSTRIPLAST A/S to products/services other than the delivered product/service in accordance with the general rules of Danish law on product liability; however, such that the liability is limited pursuant to the following rules:

8.2 In no case is ROLF SCHMIDT INDUSTRIPLAST A/S liable in damages for any indirect loss, including loss of profit, operating losses and other resulting financial losses.

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CVR-nr.: DK-19 78 14 88

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8.3 When ROLF SCHMIDT INDUSTRIPLAST A/S's products/services have been incorporated in or combined with another product (the 'End Product'), ROLF SCHMIDT INDUSTRIPLAST A/S is in no case liable in damages for any additional costs incurred in connection with the stationing of employees as well as recalls, troubleshooting, inspections, analyses or transport of the defective product/service and/or the End Product.

8.4 In connection with claims for damages other than those set out in Clauses 8.2 and 8.3, ROLF SCHMIDT INDUSTRIPLAST A/S's liability may in no case exceed DKK 5 million per claim. Such liability may in no case, however, exceed DKK 10 million per calendar year. In the event of a series of losses, meaning claims for damages made against ROLF SCHMIDT INDUSTRIPLAST A/S in case of damage, injury or loss caused by the same actionable factors and over more than one calendar year, claims under this Clause 8.4 may also not exceed DKK 25 million.

8.5 The buyer must indemnify ROLF SCHMIDT INDUSTRIPLAST A/S for any claims for damages for which ROLF SCHMIDT INDUSTRIPLAST A/S may be liable in respect of the customer's customer and/or an injured third party, but for which ROLF SCHMIDT INDUSTRIPLAST A/S has disclaimed liability in accordance with this Clause 8 in relation to the buyer.

8.6 If a third party makes a claim concerning loss and/or damage or injury as described in this Clause 8 against either ROLF SCHMIDT INDUSTRIPLAST A/S or the buyer, the party in question must immediately inform the other party thereof in writing.

8.7 The limitations of ROLF SCHMIDT INDUSTRIPLAST A/S's liability in accordance with Clause 8 do not apply in the event that ROLF SCHMIDT INDUSTRIPLAST A/S has caused the damage to the product deliberately or through gross negligence.

9. Insurance cover

9.1 ROLF SCHMIDT INDUSTRIPLAST A/S states that it has taken out the usual public and product liability insurance for damage, injury and loss.

Bank: Sydbank A/S, DK-6000 Kolding
IBAN DK9370400002028735
Kontonr. 7040 202873 5
Swift SYBKDK 22

Bank: Sydbank A/S, D-24939 Flensburg
IBAN DE08215106001404210006
BLZ 21510600
Kontonr. 1404210006
Swift SYBKDE 22