

Terms of sale and delivery

1. Application and validity

- 1.1 Unless otherwise agreed, these Terms of Sale and Delivery apply to all supplies delivered by F.L. Plast ApS (hereinafter referred to as "FLP") to [] (hereinafter referred to as "the Customer").
- 1.2 These Terms of Sale and Delivery specify the terms applied by FLP in addition to the applicable Danish law.
- 1.3 FLP reserves the right to change the terms upon written notification to the Customer.

2. Formation of contract

- 2.1 Agreements on supplies delivered by FLP are not binding until FLP has confirmed an order in writing.

3. Prices

- 3.1 All prices are stated in Danish kroner (DKK) and exclusive of VAT and other charges, but inclusive of standard packaging. A surcharge will be charged for special packaging.
- 3.2 The general prices stated by FLP will be adjusted each quarter of the year according to any changes in the PIE Plastics index and will be adjusted annually with the general rate of adjustment that FLP announces to its Customers for the purpose of adjusting the prices to increased expenses of e.g. pay, electricity and rent.
- 3.3 The purchase price of the supplies is stated in the order confirmation. If no purchase price is stated in the order confirmation, the prices at the time of the order shall apply.

4. Terms of delivery

4.1 Delivery takes place according to the INCOTERMS 2010 clause "EXW" (EX WORKS) at FLP's premises: Stenderupvej 32, 6091 Bjert, Denmark. This clause means that FLP delivers when FLP places the goods at the disposal of the Customer at FLP's premises not cleared for export and not loaded on any collecting vehicle.

4.2 The following special term applies in addition to the agreed INCO TERMS clause:

- FLP is obliged to load the goods on the Customer's collecting vehicle and FLP carries the risk and the costs of such loading.

5. Time of delivery

5.1 FLP will successively supply goods upon orders from the Customer.

5.2 The time of delivery stated is approximate and non-binding. Any delay in delivery shall not entitle the Customer to exercise any remedies for breach. If the delay is material, the Customer will, however, be entitled to cancel the order, but the Customer will not be entitled to compensation or damages.

6. Payment

6.1 The purchase price is payable no later than 14 calendar days after delivery.

6.2 In case of late payment FLP is entitled to interests according to the Danish Overdue Payments Interest Act.

7. Examination of Goods

7.1 The Customer must examine the goods, or cause them to be examined, within as short a period as is practicable in the circumstances.

8. Notification regarding defect

8.1 The Customer loses the right to rely on a lack of conformity of the goods if Customer does not give notice to FLP specifying the nature of the lack

of conformity within a reasonable time after he has discovered it or ought to have discovered it.

- 8.2 In any event, the Customer loses the right to rely on a lack of conformity of the goods if Customer does not give FLP notice thereof at the latest within a period of two years from the delivery date.

9. Liability for defects

- 9.1 If the Customer proves that the supplied goods/services were defective at the time of delivery and have observed the notification time limits in clause 8.1 and 8.2, FLP assumes liability towards the Customer in accordance with applicable Danish law. FLP's liability for defects is, however, limited as set forth below:

- 9.2 FLP is only liable for provable, direct loss. FLP's liability for defects, including liability to pay damages, is for each defective good(s)/service(s) limited to the value of the end-product in which FLP's good(s)/service(s) form a part, are jointed with, are incorporated in or otherwise connected with. FLP's total annual liability for defects towards the Customer in FLP's financial year and insurance year from 1'st of October to 30'th of September, including liability to pay damages, shall in no event exceed DKK 500,000.

- 9.3 FLP shall in no event be liable as towards the Customer for any indirect loss, loss of production or any other consequential economic loss, including loss, expenses, fees or costs arising out of sending out staff, recall, tracing, examination, analysis or transportation of or the issue of notices relating to the defective good(s)/service(s) or the end-product in which it form a part.

- 9.4 In addition to the above it is specified that the Customer is responsible for examining and ensuring that the goods supplied by FLP comply with the implied terms.

- 9.5 The limitations in FLP's liability according to this Clause 9 do not apply to the extent FLP have caused the defect due to gross negligence or wilful misconduct.

10. Liability for damage (including product liability)

- 10.1 FLP is liable to pay damages for loss incurred by the Customer due to personal injury and/or damage to other property/products/services than FLP's goods/services – including damage to property/products/services in which FLP's goods/services form a part – if said personal injury and/or damage is caused by FLP's goods/services and FLP is liable towards the Customer according applicable law, including applicable law on product liability and tort liability. However, FLP's liability is limited as set forth below:
- 10.2 FLP is only liable for provable, direct loss. FLP's liability for damage to the end-product in which FLP's good(s)/service(s) form a part, are jointed with, are incorporated in or otherwise connected with, is limited to the value of the damaged end-product. FLP's total annual liability towards the Customer for damage to other property/products/services than FLP's goods/services, including liability to pay damages, shall in no event exceed DKK 500,000 in FLP's financial year and insurance year from 1'st of October to 30'th of September. In case of claims made in consequence of more than one case of damage occasioned by the same liability entailing conduct and regarding more than one financial and insurance year ("series of damage") the claims cannot exceed DKK 500,000 in total.
- 10.3 FLP shall in no event be liable as towards the Customer for any indirect loss, loss of production or any other consequential economic loss, including loss, expenses, fees or costs arising out of sending out staff, recall, tracing, examination, analysis or transportation of or the issue of notices relating to the defective good(s)/service(s) or the damaged end-product in which it form a part.
- 10.4 The Customer must indemnify and hold harmless FLP for any claims for damages, for which claim FLP is liable to pay damages towards the Customer's own customers or any third parties, if such claim has been limited or excluded by FLP towards the Customer in accordance with this Clause 10.
- 10.5 If a claim for loss or damage as described in this section 10 is raised by a third party against either Party, such Party must forthwith notify the other Party thereof.
- 10.6 The above limitations in FLP's liability shall, however, not apply where FLP has been guilty of gross negligence, wilful misconduct or to the

extent that such limitation is prohibited under mandatory law. The limitations shall not apply at all in respect to liability for personal injury and/or damage to consumer property.

11. Governing law and venue

11.1 Any dispute arising out of or in connection with supplies delivered by FLP shall be settled according to Danish law by the ordinary courts of law in Denmark. The Danish conflicts of law rules shall not apply.