

Terms and Conditions of Sale and Delivery

for Norlund A/S,

CVR No.

25357752



Application

1. The general provisions set out below shall apply provided that the parties have agreed to them in writing or otherwise. Where these terms and conditions of delivery apply to a delivery, any deviations must be agreed in writing between the parties.

Packaging

2. Unless otherwise stated, the prices quoted in quotations and agreements shall be deemed to include the seller's standard packaging.

Quantity. Weight

3. Reservations regarding deviations from the agreed weight or quantity shall apply only if the parties expressly refer to them.

Product information

4. Information contained in product information and price lists is binding only to the extent that the agreement expressly refers to it.

Quotations

5. Offers made by the seller are binding for 8 days from the date of the letter, unless otherwise agreed.

Order Confirmation

6. In the event of any discrepancy between the order confirmation and previously submitted material, the order confirmation shall prevail.

Quality

7. Batches of goods ordered as structural timber are supplied – unless otherwise agreed – in strength class C16 – see BS4978, and in strength class C18/C24 – see INSTA 142. Unless otherwise agreed, the goods are supplied undried.

Delivery

8. If a delivery clause has been agreed, it shall be interpreted in accordance with the INCO terms in force at the time the agreement was concluded

If no delivery clause has been agreed, delivery shall be deemed to take place "Ex Works".

Delivery time. Delay.

9. If a delay in delivery is due to any circumstance which, pursuant to clause 21, constitutes grounds for exemption from liability, or is due to

an act or omission on the part of the buyer, the delivery period shall be extended to the extent deemed reasonable in the circumstances.

The delivery period shall be extended even if the cause of the delay occurs after the expiry of the originally agreed delivery period.

10. If the seller fails to deliver the equipment/product on time, the buyer may, by written notice to the seller, set a final, reasonable deadline for delivery, thereby stating that he intends to terminate the contract if delivery does not take place within that deadline. If delivery does not take place within this final deadline, the buyer is entitled to terminate the contract by giving written notice to the seller.

If the delay is of material significance to the buyer, or it is clear that such a delay will occur, the buyer is entitled to terminate the contract immediately by giving written notice to the seller.

11. If the buyer terminates the contract in accordance with clause 10, they are entitled to compensation from the seller for the additional costs incurred in procuring equivalent equipment/products from another source.

The buyer is not entitled to any further compensation in respect of the seller's delay.

If the buyer does not terminate the contract, he shall – unless otherwise agreed – not be entitled to any compensation in respect of the seller's delay.

Payment

12. Unless otherwise agreed, payment must be made 8 days after delivery and the dispatch of the invoice.

If the buyer fails to take delivery of the goods/product on the agreed date, payment must nevertheless be made as if delivery had taken place in accordance with the contract.

13. If the buyer fails to pay by the agreed date, the seller is entitled, from the due date, to interest on arrears at the rate applicable under the legislation governing interest on late payments in the seller's country. In this case, Denmark, the interest on arrears shall, however, be the officially set discount rate plus 9 percentage points. A reminder fee of DKK 100.00 plus VAT will also be charged for each reminder letter.

14. If, after three months, the buyer has not paid the amount due, the seller is entitled, by written notice to the buyer, to terminate the agreement and, in addition to interest on arrears, to claim compensation from the buyer for the loss suffered. Such compensation may not exceed the agreed purchase price.

Retention of title

15. The equipment/product remains the property of the seller until payment has been made in full.

Reusable packaging

16. The seller draws attention to the fact that wooden packaging, including pallets, supplied by the seller and regarded as reusable packaging in accordance with the Packaging Order in force at any given time and the rules on producer responsibility, see Section 3(17) of Order No. 323 of 20 March 2025, is not subject to the waste charges and obligations applicable to single-use packaging, but is subject to the separate rules on take-back and reporting for reusable packaging.

The customer is also informed that reusable packaging may be returned to the seller's address by arrangement, in accordance with the seller's take-back scheme.

Liability for defects

17. The seller undertakes, within a period of one year from the date of delivery, to supply new equipment/product as a replacement for equipment/product that is defective due to faults in design, material or manufacture

18. Complaints regarding defective equipment/products must be made in writing without undue delay and no later than 8 days after receipt. Should the buyer fail to do so, they forfeit the right to a replacement delivery in accordance with clause 17.

In the case of deliveries intended for incorporation into buildings, no complaint may be made once incorporation has taken place.

19. If the seller fails to supply replacement materials/products within a reasonable time after the buyer has lodged a complaint in accordance with clause 18, the buyer is entitled, by written notice to the seller, to terminate the contract in respect of the defective part of the materials/products.

If the buyer terminates the contract, they are entitled to claim compensation from the seller for the additional costs incurred in procuring equivalent equipment from another source.

20. The seller shall have no liability for defects or for failure to supply replacement equipment/products beyond that provided for in clauses 17 and 19.

This applies to any loss the defect may cause, including operating losses, loss of profit and other consequential financial losses. This limitation of the seller's liability does not apply if the seller has been guilty of gross negligence.

Product liability

21. Each party is liable for its own acts and omissions in accordance with applicable law, subject to the limitations set out in the Terms and Conditions.

The Seller is liable for product liability in respect of delivered products to the extent that such liability arises under mandatory legislation. The Buyer shall indemnify the Seller, in their mutual relationship, against any liability for damage that may be attributable to the Seller's deliveries.

The Seller shall only be liable for commercial loss if it is proven that the loss is due to the Seller or others for whom the Seller is responsible having committed errors which should not have been detected by the Buyer's inspection of the delivered product.

In all cases, the buyer shall, in their mutual relationship, hold the seller harmless from liability, unless otherwise provided for in this agreement.

Under no circumstances shall the seller be liable for operating losses, loss of profit or other consequential financial losses.

The aforementioned limitations on the seller's liability shall not apply if the seller has been guilty of gross negligence.

If a third party makes a claim against either party for damages under this clause, that party must immediately notify the other party thereof.

The seller and the buyer are mutually obliged to submit to the jurisdiction of the court or arbitration tribunal dealing with claims for damages brought against either of them on the grounds of damage or loss allegedly caused by the equipment/product supplied. However, the relationship between the buyer and the seller shall always be settled by arbitration in accordance with clause 24.

Exemption from liability (force majeure)

22. The following circumstances shall constitute grounds for exemption from liability if they prevent the performance of the agreement or render such performance unreasonably onerous: industrial action and any other circumstance beyond the control of the parties, such as fire, war, mobilisation or military call-ups of a similar scope, requisition, seizure, currency restrictions, riots and civil unrest, lack of means of transport, general shortages of goods, restrictions on fuel supplies, and defects in or delays to deliveries from subcontractors attributable to any of the circumstances mentioned in this clause.

The circumstances referred to above shall only give rise to exemption from liability if their impact on the performance of the contract could not have been foreseen at the time the contract was concluded.



23. It is the responsibility of the party wishing to invoke any ground for exemption from liability as referred to in clause 21 to notify the other party in writing, without delay, of its occurrence and cessation.

If a ground for exemption from liability does not cease within 3 months, either party may terminate the contract by giving written notice to the other party.

Disputes. Governing law

24. Disputes arising out of the agreement and all matters related thereto shall not be subject to judicial review but shall be settled by arbitration in accordance with the rules of arbitration applicable in Denmark.

25. All legal issues that may arise in connection with the agreement shall be governed by Danish law.