

## **SALES AND DELIVERY TERMS for RG Rom Gummi A/S**

The following General Terms and Conditions shall apply to the extent deviations are not introduced from them by virtue of another written agreement. The following Terms shall apply to each delivery made by RG Rom Gummi A/S (hereinafter referred to as RG).

### **1. General Provisions:**

Unless otherwise accepted in writing by RG, these General Terms and Conditions of Sales and Delivery shall apply to each delivery made by RG. In the event of a discrepancy between these Terms and Conditions of Sales and Delivery and the Buyer's general terms and conditions of purchase, RG's Terms and Conditions of Sales and Delivery shall take precedence to the Buyer's own terms and conditions of purchase.

### **2. Offers and Order Confirmations:**

Unless otherwise specified, offers shall be binding for 30 days.

The Buyer is responsible for ensuring that the requirement specification regarding the request for offer is satisfactory and contains all required and adequate details.

### **3. Consulting:**

RG shall consult our customers based on our best knowledge and experience as well as information provided by the Customer. RG may in no way be held responsible if another solution proves to be more advantageous at a later time.

### **4. Prices:**

The prices stated in the offer/order/order confirmation are exclusive of VAT, freight, packaging as well as customs and other duties. Unless otherwise agreed, all prices are subject to reservations for price adjustments in the form of currency fluctuations and increases in the price of materials and wages until payment is made.

### **5. Deliveries, Delivery Times and Delays:**

Unless otherwise agreed, deliveries are made ex warehouse, and delays shall be at the Customer's expense and risk. Unless otherwise expressly agreed, delivery times shall be considered approximate. Unless otherwise confirmed in writing, as regards commodity goods, we reserve the right to deliver up to 10 % less or more of the quantities ordered.

RG shall owe no compensation for delayed deliveries. This hereby constitutes a deviation from sections 13 and 14 of the General Terms and Conditions and Delivery NL 92.

### **6. Customer Workpieces and Other Auxiliary Tools, Including Insurance:**

The Customers' auxiliary tools are moulded at the Customer's expense and stored as securely as possible by RG for a period of 2 years after the date of delivery.

All maintenance of auxiliary tools is at the Customer's expense subject to a subsequent agreement.

Customer workpieces are insured against fire and theft, but it is hereby clarified that in the event of such claim or damage of the workpieces by RG, RG's liability may not exceed the insurance value of the workpiece, to the extent that RG may not be liable for any operating losses, loss of profit or other indirect losses suffered by the buyer or third parties. It is hereby clarified that RG disclaims any responsibility for any loosely mounted parts such as, e.g. screws, bearings and locking rings.

### **7. Payment:**

Payments shall be made in accordance with the payment terms laid down by RG, which may subsequently be changed by RG whenever considered necessary. The payment terms are as specified in the invoice. This hereby constitutes a deviation from section 17 of the General Terms and Conditions and Delivery NL 92. Unless otherwise specified in the invoice, the payment terms are 20 days. Where payment is not made on the due date, interest shall be due at 2 % per each month or part of a month. The delivered goods shall be RG's property until payment has been made in full.

Where the payment deadline has previously been overrun, RG is entitled to retain the produced and process workpieces until such time that payment is made.

### **8. Defects and Force Majeure:**

RG reserves the right – for a period of 12 consecutive months after delivery has been made to the client – to repair or re-deliver the goods. Such repair or re-delivery presupposes a written complaint from the Customer immediately after delivery. The Customer may not claim from RG any of the expenses incurred in connection with such repairs, e.g. operating losses, loss of profit, damage to other items and other indirect losses. In this connection, refer to Sections 21 to 35 of NL 92. For force majeure situations, refer to the provisions of Section 37 of NL 92.

### **9. Product Liability:**

RG may only be held liable for damage caused to goods or services delivered or provided by us on condition that it can be documented that the damage is owing to an error made by RG, including any of our employees. RG may not be held liable for any operating losses, loss of profit or other indirect losses suffered by the Buyer or third parties. To the extent we may be held liable to third parties, the Customer is obliged to indemnify RG. In this connection, refer to Section 36 of NL 92.

### **10. General Terms and Conditions of Delivery NL 92 and Disputes:**

To the extent the above provisions are not sufficient, these General Terms and Conditions shall otherwise apply subject to NL 92 in Denmark, Finland, Norway and Sweden; however, except in the cases where the above provisions deviate from NL 92.

The legal relationship between the Customer and RG shall be subject to the rules of law of the Kingdom of Denmark. The venue for any and all disputes between the Customer and RG shall be the district court in Holstebro.