

General Terms and Conditions of Sale and Delivery

Vilsund Blue A/S (VB)

1. Basis for the agreement

- 1.1. Any sale and any delivery made by Vilsund Blue A/S (“VB”) to its customers (“Customer”) shall be made in accordance with these General Terms and Conditions of Sale and Delivery (“General Terms”).
- 1.2. These General Terms shall prevail the Customers general terms of purchase conditions. Any deviating terms and conditions of purchase issued by the Customer or additions, modifications or limitations to these General Terms shall apply only if expressly approved by VB in writing.
- 1.3. “Contract” means a contract between VB and for the sale and purchase of products entered in accordance with Clause 2.

2. Formation of the Contract

- 2.1. All offers made by VB are free of any obligation.
- 2.2. Any offer given by VB shall be open for acceptance for a period of 7 days from the date of such offer, after which period the offer shall no longer be valid and VB not bound by its content. VB reserves the right to sell to third parties.
- 2.3. VB reserves the right to revoke or to revise an offer that it has made within two (2) working days from the Customer’s acceptance. An offer from VB can only be accepted by written notification from a duly authorized person of the Customer.
- 2.4. An offer made by the Customer will not create a binding contract until the offer has been accepted by VB in a written order confirmation. VB is entitled without reason not to accept offers without setting further conditions.
- 2.5. In the event that VB’s order confirmation does not conform with the Customer’s offer, the Customer shall within 3 working days, object to such non-conformity in writing. If the Customer fails to object within this time-limit, the Contract shall be entered into on the terms and conditions stated in VB’s order confirmation, including these General Terms.

- 2.6. No Contract which has been accepted by VB may be cancelled by the Customer except with the prior acceptance by VB in writing and only on the condition that the Customer shall indemnify VB for any loss (including loss of profit), costs, damages and expenses incurred by VB as a result of the cancellation.

3. Delivery and delay

- 3.1. Delivery of goods shall take place as stated in VB's offer or order confirmation according to INCOTERMS 2020.
- 3.2. The date and/or time of delivery are stipulated in the Contract.
- 3.3. The time and date of delivery indicated by VB in a Contract always apply by approximation and can never be seen as deadlines. VB will never be in default due to merely exceeding the stipulated time and date of delivery.
- 3.4. Exceeding a time and date of delivery does not entitle the Customer to any kind of compensation, termination of the Contract or any other action vis-à-vis VB. This will only be different in the event of intent or gross negligence of VB or its managerial staff, or if the delivery term is exceeded by more than six (6) weeks. In that case the Customer is entitled to dissolve the agreement, however without any claim to any compensation.
- 3.5. In the event of any delayed deliveries, VB shall not be liable whatsoever to compensate the Customer for any operating losses, loss of profit, loss of orders, loss of income, loss of public subsidies, loss of goodwill or for any special, consequential or indirect losses or damages resulting from such delay in delivery.

4. Prices and Payment

- 4.1. All prices shall be as quoted by VB in the Contract. In the event of material changes in the raw material prices, rates, tariffs etc. on which VB has based its offer or in the event of implementation of any governmental or EU regulation or law following the formation of a Contract causing an increase of the cost base on which VB's offer is made of more than 5 % then VB shall have the right to adjust and change the prices in the Contract accordingly.
- 4.2. All invoiced amounts shall be due for payment 8 days net after the date of the invoice, unless otherwise agreed in the Contract.
- 4.3. Any payment made after the due date is subject to interest of 2 % per month or part thereof.

- 4.4. The Customer shall not be allowed to make any deductions or set-offs in any invoiced amounts due to VB without VB's prior written consent.
- 4.5. VB shall be entitled to suspend deliveries under any current Contract until any and all outstanding sums have been paid in full.

5. Complaints, defects, and deficiencies

- 5.1. The Customer is required on delivery of the goods to closely inspect them with regard to quantity, weight, and quality (including but not limited to the size, color and odour and any apparent damage).
- 5.2. If the Customer are to arrange transport of the goods, the Customer must have the goods inspected by a person appointed by it prior to loading the Goods on the chosen means of transportation. If no such person has been appointed, the carrier picking up the goods for the Customer will be deemed to have inspected the goods for the delivery in question on behalf of the Customer.
- 5.3. The Customer shall notify VB in writing of any defects immediately after the defect have or should have been discovered and in any event no later than 48 hours after the goods have been delivered. The notification must contain a detailed description of the alleged defects.
- 5.4. If the Customer fails to notify or submit a claim regarding any defects as indicated in sub-clause 5.3, the Customer loses the right to assert any claim in respect of the defects.
- 5.5. In any case, the Customers final claim regarding defects as notified of in accordance with sub-clause 5.3, including a statement of loss and supportive evidence, must be made in writing to VB no later than 2 months after the goods have been delivered. The Customer therefore loses any right to assert claims for any defects should the Customer submit any claim in respect of these defects at a later date.

6. Limitation of liability

- 6.1. VB only accepts liability for damage suffered by the Customer which is the result of an imputable failing in the observance of VB's contractual obligations or tort, if and insofar as this liability is covered by VB's insurance, all this to the amount of the payment made by the insurer. VB will never be required to compensate damage other than to goods or persons.

- 6.2. If for any reason VB's insurer does not make payment, or the damage is not covered by any insurance taken out by VB, VB's liability is limited in all cases to the net invoice value of the delivery and/or part of the goods which were the reason for the Customer's claim.
- 6.3. VB shall not be liable whatsoever to compensate for any operating losses, loss of profit or indirect losses, loss of orders, loss of income, loss of public subsidies, loss of goodwill or for any special, consequential, or indirect losses or damages.

7. Product liability

- 7.1. VB's liability for personal injury may never exceed the level of compensation currently applicable under Danish law or any other law mandatorily applicable.
- 7.2. VB's product liability for damage to property is limited to DKK 25,000,000 per event and per year.
- 7.3. VB shall not be liable whatsoever to compensate the Customer for any operating losses, loss of profit, loss of orders, loss of income, loss of public subsidies, loss of goodwill or for any special, consequential or indirect losses or damages in connection with any product liability.
- 7.4. If a third party takes legal action against either VB or the Customer for product liability, the Parties are mutually obliged to inform each other of this. The Parties are also mutually obliged to be sued in the court where legal action is being taken against one of the Parties, entailing alleged product liability relating to products supplied by VB. The relationship between the Parties shall be determined in accordance with clause 11.
- 7.5. The Customer shall indemnify and hold harmless VB to the extent that VB incurs liability towards any third party in respect of any damage for which VB is not liable towards the Customer according to this clause 7 or for any damage or liability exceeding the amount stated in clause 7.2.
- 7.6. In the event of a recall of products supplied by VB instigated by VB or by a competent authority, the Customer shall in consultation with VB take all necessary actions that are appropriate in the circumstances. Such actions may include inter alia to stop delivery of the supplied goods and to recall the supplied goods and/or any products in which the supplied goods are incorporated into etc. from warehouses, distributors, and retailers. The Customer shall not be allowed to interfere with the recall proceedings, which shall be controlled by VB only, and the Customer shall not make public any actual or planned recall of the supplied products, except as provided by applicable mandatory law or as specifically instructed by VB.

8. Force majeure

- 8.1. VB shall not be liable for any failure to meet any of its contractual obligations, if this failure is caused by all cases of force majeure which shall include all events beyond VB's reasonable control which prevent or delays the fulfilment of the obligations under a Contract including, but not limited to, acts of god, labour disputes, fire, war, epidemics and pandemics, military drafts, repossession, currency restrictions, lack of means of transportation, natural disasters, shortage of raw materials, or other similar circumstances that VB could not reasonably anticipate on the date on which a Contract was confirmed. This also applies in situations where such or similar conditions affect the subcontractors or delivery services used by VB.

9. Retention of title

- 9.1. Title to the goods delivered by VB will be explicitly retained by VB until full payment of all its claims against the Customer have been received.
- 9.2. As long as title to the goods delivered by VB has not transferred to the Customer:
- 9.2.1. the Customer shall store the goods in a secure, safe, dry, and clean environment separately from other products and goods and ensure that the goods are easily identifiable as belonging to VB;
- 9.2.2. the Customer may not pledge these goods or grant third parties any other right to them.
- 9.2.3. the Customer is exclusively permitted to sell and deliver the goods delivered under retention of title as part of its normal business operations to third parties. If the Customer has sold delivered goods under retention of title to third parties without VB receiving the purchase price for these goods, the Customer will immediately provide detailed information on these third parties and the agreements entered into at VB's first request.
- 9.3. If the Customer fails in the compliance of its obligations vis-à-vis VB or VB has good reason to fear that the Customer will fail, then VB is entitled to repossess the delivered goods. The Customer will provide VB full cooperation and grants irrevocable authorization to VB or the person or persons appointed by VB to access the location where the goods in question are kept in order to repossess these goods and store them in a warehouse at VB's discretion.
- 9.4. If the law of the country where the goods are delivered or to be delivered has more far reaching possibilities to retain title than determined in this article then these further possibilities are deemed to apply between the Parties and are stipulated on behalf of VB subject to the proviso that if it cannot be objectively established what these far reaching rules are, the above provisions will remain applicable.

- 9.5. The Customer shall indemnify and hold harmless VB to the extent that VB incurs any losses caused by the Customer not complying with this clause 9.

10. Miscellaneous

- 10.1. If any provision of these General Terms shall be declared unenforceable or invalid by a competent court, the validity of the remaining terms shall not in any way be affected or impaired thereby.
- 10.2. The Parties are under a duty of confidentiality meaning that both Parties are obliged to keep confident all received confidential information (hereunder but not limited to business secrets, prices, supplier data, etc.) about the other Party.
- 10.3. VB's failure to enforce any of the provisions of these General Terms or any rights with respect thereto or failure to exercise any election provided for herein shall in no way be considered a waiver of such provisions, rights, or elections or in any way affect the validity of these General Terms. VB's waiver or failure to enforce any of said provisions, rights, or elections in any one instance shall not preclude or prejudice VB from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under these General Terms in other instances.

11. Governing law and venue

- 11.1. These General Terms shall be interpreted, construed, and governed by the laws of Denmark with-out reference to conflict of law provisions, excluding in full the United Nations' Convention on the International Sales of Goods "CISG".
- 11.2. Any dispute or claim between VB and the Customer shall be settled by the District Court in Holstebro.
- 11.3. Notwithstanding the above, VB shall at all times at its discretion be entitled to initiate legal proceedings against the Customer in the country in which the registered office of the Customer is located.