

## Sales and delivery conditions

Updated pr. Dec. 5th, 2012

Unless otherwise agreed in writing, Vink Moulding (Vink Plast ApS, CVR-1255 9976) undertakes all deliveries, such including products, counselling or services, hence forth mentioned as "the order", subject to the following conditions, irrespective of any contradictory or other provisions in orders or order confirmations from the purchaser.

### 1. Quotations and acceptance:

Verbal and written quotations from Vink Moulding are valid for a period of 8 days from the date of submission, unless otherwise stated on the quotation. Vink Moulding may cancel a confirmed order if the purchaser has outstanding debts with Vink Moulding.

### 2. Vink Moulding ' services:

Vink Moulding reserves the right to make sub-deliveries and to make over- and under-deliveries of +/-10% unless otherwise agreed at the time of purchase.

### 3. Delivery:

Deliveries are made ex factory and the purchaser therefore bears all subsequent risk of accidental damage to the goods. This applies irrespective of whether Vink Moulding is responsible under the agreement for the cost of transporting the goods. The purchaser is responsible for taking out any insurance to provide cover against damage of the goods after delivery.

### 4. Price:

Current list price. Vink Moulding reserves the right to alter prices for any reason and without prior notice. All prices exclude VAT.

### 5. Payment:

As specified on the quotation, order confirmation and invoice. After the due date for payment, interest will be charged as specified on the quotation, order confirmation or invoice, as well as a VAT free charge amounting to DKK 100,- / reminder.

### 6. Handling fee:

Vink Moulding charges a handling fee for small deliveries.

### 7. Packaging:

Vink Moulding does not accept returned packaging.

### 8. Delivery times:

Where possible, deliveries are made in accordance with the purchaser's wishes. Vink Moulding does not undertake to meet precisely quoted delivery times. Delivery times are subject to the condition that no strike, lockout, fire or other force majeure prevents delivery at the agreed time and that the delivery is also not hindered by a delay in essential deliveries during manufacture. In the event of delay, the purchaser may not invoke any authority due to breach of contract. The purchaser is for example therefore not entitled to cancel a purchase or claim compensation or a proportional discount on the purchase sum.

### 9. Deficiencies:

If the goods are defective due to a material or manufacturing fault or negligence on the part of Vink Moulding, including negligence relating to advice regarding material selection, blank design and production form, Vink Moulding will pay compensation for a period of 12 months after delivery corresponding to the invoiced price of the goods or free of charge deliver identical goods or part thereof or repair the goods or part thereof as decided by Vink Moulding.

If the defect concerns a delivery of construction materials, i.e. materials which by their nature are normally intended for use in building structures, the period shall commence on delivery and continue for a period of 5 years from hand-over of the building, subject to a maximum of 6 years from handover of the materials to the purchaser.

Vink Moulding ' liability is expressly limited to the compensation or redelivery or repair referred to above and Vink Moulding may not be held liable for any other direct or indirect damage or loss, including operating losses, commission losses or any other consequential financial losses.

Vink Moulding' sales material specifies the purposes for which each product may be used. Vink Moulding can accept no liability if a product is used for other purposes or if a product is subjected to stresses, which are not referred to in the sales material.

Vink Moulding liability as referred to above is subject to the condition that any faults are notified immediately after discovery.

### 10. Construction delivery clause:

If, and only to the extent that, delivered goods are used for construction purposes in Denmark, delivery shall be made in accordance with the General Conditions of the Danish Ministry of Housing and Urban Affairs concerning construction and engineering works and deliveries.

With reference to the General Conditions, Vink Moulding only accepts claims made directly against Vink Moulding by parties other than the purchaser when the party seeking subrogation retains its right with respect to an intermediate party. In other respects, the conditions referred to above concerning liability for deficiencies apply.

### 11. Claims:

The purchaser is obliged to carry out a thorough investigation no later than on receipt to determine whether the goods are in accordance with the contract. Any claims concerning goods must be made immediately and no later than 8 days after receipt of the goods. If a claim is submitted after this deadline, the purchaser may not hold Vink Moulding liable for the deficiency. Goods may only be returned by prior agreement and within one month after the return agreement is reached.

### 12. Cancellation of orders:

The purchaser must notify Vink Moulding in writing of its wish to cancel an order. A cancellation will only be accepted once Vink Moulding has accepted it in writing. Orders concerning goods, which Vink Moulding does not normally hold in stock, may not be cancelled unless Vink Moulding' supplier agrees to the cancellation.

### 13. Return of goods

Stock goods may only be returned by prior agreement and with a copy of the delivery note. Only standard goods suitably packaged and in saleable condition, may be returned. Specially prepared blanks and specially purchased goods may therefore not be returned. Goods may only be returned by prior agreement and within one month after the return agreement is reached. The purchaser will be credited with 70% of the invoiced value. Goods are returned at the purchaser's expense and risk.

Vink Moulding is prepared to accept the return of scrap by prior agreement. It is a condition that Vink Moulding originally supplied the material and that the returned materials have been sorted according to type and are clean and free from other materials. The scrap must be returned in disposable packaging at the sender's expense and risk. If the returned material is unsuitable for recycling, Vink Moulding reserves the right to return the material at the recipient's expense and risk. Vink Moulding can accept no liability for any damage caused by the dangerous properties of returned material.

### 14. Product liability:

Vink Moulding may only be held liable for personal injury if it is proven that the injury is due to an error or omission on the part of Vink Moulding or other party for which Vink Moulding is responsible. Under no circumstances may compensation for personal injury exceed the maximum compensation payable in accordance with current Danish law.

Vink Moulding may not be held liable for any damage to real property or movables, which occurs whilst the sales object, is in the possession of the purchaser. Vink Moulding may also not be held liable for damage to products, which have been manufactured by the purchaser, or to products in which such products are used. In other respects, Vink Moulding may be held liable for damage to real property or movables subject to the same conditions as for personal injury. Under no circumstances may Vink Moulding' total liability for each loss exceed DKK 1,000,000 including interest and costs. Vink Moulding may not be held liable for indirect damage or losses such as operating losses, commission losses and other consequential financial losses.

To the extent that product liability with respect to a third party is invoked against Vink Moulding, the purchaser is obliged to indemnify Vink Moulding to the same extent that Vink Moulding' liability is limited by the present sales and delivery conditions.

If a third party submits a claim for compensation against one of the parties under this point, this party must immediately inform the other party. Vink Moulding and the purchaser are mutually obliged to agree to take legal action through the court, which is handling a claim for compensation brought against one of them on the basis of a loss, which is alleged to have been caused by the sales object.

### 15. Ownership:

Ownership of the sales object shall remain with Vink Moulding until the entire purchase sum, including interest, costs, etc., have been paid in full.

### 16. Legal venue:

Any disputes between the parties shall be resolved in accordance with Danish law by the Court in Randers or the Western High Court, depending on the value of the sales object.