

# TERMS OF SALE AND DELIVERY

Date: 15-04-2022

The Terms of Sale and Delivery for Viking Rubber Co. A/S, Johan Rantzau Vej 6, 5600 Faaborg, CVR: 43929615, hereinafter called Viking Rubber Co. shall apply to all orders – and prevail over any such terms or similar terms from a customer – unless the terms are dispensed from by express written agreement. The Terms of Sale and Delivery shall be subject to changes periodically and without notice.

## ORDER CONFIRMATION

When submitted, the order is binding. Upon Viking Rubber Co. written confirmation of the order, a final agreement on sale and delivery of goods has been concluded.

**The customer cannot cancel confirmed orders or return delivered goods without separate prior agreement. In exceptional cases, Viking Rubber Co. can accept a cancellation/return subject to a cancellation fee of 5% of the order amount. Any shipping costs will not be returned.**

If unforeseen difficulties arise, which require changes to the order, e.g., reduction in order quantity etc., Viking Rubber Co. is entitled to make such reasonable changes. Said changes does not entitle the customer to cancel the order.

Should unsatisfactory credit information about the customer be obtained after the acceptance of the order, Viking Rubber Co. will be entitled to cancel the confirmed order exempt for liability of any kind or to demand provision of a fully adequate bank guarantee.

## TERMS OF DELIVERY

The goods shall be delivered in accordance with ICC Incoterms 2010 DAP, unless otherwise specifically agreed and stated in the order confirmation in exceptional cases. Viking Rubber Co. may, depending on the circumstances, assist in arranging dispatch of the ordered goods if this has been agreed in writing and accepted by Viking Rubber Co. on a case-by-case basis and always for the customer's account.

## DELIVERY TIME AND DELAY

The delivery time will be stated in the order confirmation. Viking Rubber Co. shall be entitled to postpone the delivery time by fourteen (14) days and shall immediately notify the customer in writing of any such postponement. In the event of force majeure, cf. however, the provisions below, delivery may be postponed until the obstacle ceases and ordinary trading and transport become possible.

In the case of the customers circumstances makes a timely delivery impossible, the customer cannot object against and is bound to take in the goods once the customers' circumstances allow it.

## RETENTION OF TITLE

Viking Rubber Co. reserves the ownership of the delivered goods until full payment is effected by the customer. All costs incurred in connection with the enforcement of the retention of title shall be paid by the customer.

## RETURNS

Viking Rubber Co. may authorise the return of goods or orders if the customer gives and receives written consent to this effect. The return freight is paid by the customer and only the returned products are credited to the customer's order. Shipping charges are non-refundable.

## PRICES

Prices follow the time of delivery and the cost level that Viking Rubber Co. has towards its suppliers and partners.

All prices of Viking Rubber Co. are stated in EUR and are exclusive of VAT. The prices are subject to changes in customs duties, other duties and exchanges rates, and may be raised and/or currency can be changed until delivery is made. Viking Rubber Co. will inform the customer of any price changes. The customer shall be free to fix his resale prices.

## ADDITION

A freight surcharge is added as an estimate to each order. Pallets are invoiced with 12,50 EUR pr. pallet sent to customers. Pallets are credited with 75% if the customer returns them free of charge for Viking Rubber Co. to our warehouse in Faaborg, Denmark. Order handling is invoiced with 20,00 EUR pr. order. All production orders of less than 300 pieces will be charged according to the following steps: 1-49 pcs 50%, 50-99 pcs 30%, 100-199 pcs 20%, and 200-299 pcs 10%. The surcharge for "Made To Measure" (MTM) products will be added to the product price and will amount to 40,00 EUR for PCV products, 67,00 EUR for textile products, and 80,00 EUR for breathable products. A fee for outer sizes (>3XL, <S, >64, <42, >28, <23) of 30% of the product price will be added (does not apply to MTM products). Samples (five-digit item numbers) for development are sold at 3x the price. Surcharges are not subject to discount. In exceptional cases, priority may be given to productions of less than 20 units, the surcharge for which will be 100% of the price per product. All surcharges apply to the indicative price of the goods or an offer gross price.

## TEMPORARY ADDITIONS

From 15-04-2022, a temporary energy surcharge of 3% of the value of all orders will be introduced.

## PAYMENT

Unless otherwise agreed in writing, payment from the customer to Viking Rubber Co. will be against invoice and is due for prepayment.

Default interest of 3% per month will be charged after the due date in the event of non-payment. Viking Rubber Co. may postpone delivery of orders or cancel orders by written notice and without incurring any liability for this if the customer is in arrears with payment for previous consignments delivered. Viking Rubber Co. reserves the right to cancel the order if payment is not made on the due date. Any financial loss that Viking Rubber Co. incurs as a result hereof shall be compensated fully by the customer.

## COMPLAINTS ON NON-CONFORMITY AND REMEDIES

Any complaint on non-conformity shall be submitted in writing and must be received by Viking Rubber Co. no later than eight (8) days after delivery. In the event of non-visible damage, the complaint shall likewise be submitted no later than eight (8) days from when the defect or deficiency could have been ascertained upon careful inspection, however, no later than three (3) months after the delivery date. If a part of the order is not delivered or is delayed or if part of the order is defective or deficient, the order may only be cancelled for this part of the order. Any complaint must be specific, documented and contain a precise specification on the contents of the complaint. No returns will be considered without prior written approval by Viking Rubber Co. In the event of non-conformity Viking Rubber Co. shall not be liable for any direct or indirect business interruption loss, loss of profit, or any other consequential loss whatsoever. In any event, the maximum liability shall be equal to repayment by Viking Rubber Co. to the customer of the payment made for the delayed or defective part of the order.

## EXEMPTION FROM LIABILITY (INCLUDING FORCE MAJEURE)

The Parties shall not be liable if the following non-exhaustive circumstances of force majeure occur and prevent or postpone the performance of the Agreement: war and mobilization, riot and civil unrest, acts of terrorism, natural disasters, strikes and lockouts, scarcity of goods, faults, defects or delay in delivery from sub-suppliers or if sub-suppliers are otherwise hit by the present circumstances, fire, lack of means of transportation, exchange control regulations, import and export restrictions, death, illness or absence of key staff members, computer viruses, epidemics, pandemics or any other circumstances that are beyond the Parties direct control. In such case, the Party shall be entitled to postpone fulfillment of the obligation until the obstacle has ceased or, alternatively, to cancel the Agreement in full or in part without incurring any liability for this.

## PRODUCT LIABILITY AND LIMITATION OF LIABILITY

Viking Rubber Co. shall **not be liable** for injury and damage caused by Viking Rubber Co.'s products after the products have been placed on the market to the extent that this is required by law. Notwithstanding the above Viking Rubber Co. shall **not be liable** for any direct or indirect business interruption loss, loss of profit, or any other consequential loss whatsoever.

## DATA PROTECTION

Processing of personal data may occur for the purposes of executing the customer's order. Accordingly, any personal data may be disclosed to other independent data controllers such as freight carriers etc. for the purposes of fulfilling the customer's order. Any processing of personal data is subject to all necessary security procedures and will be deleted when storage hereof is no longer required or necessary.

## VENUE AND GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Danish law, disregarding the Danish choice of law rules to the extent that such rules would otherwise lead to the application of any other law than Danish law. The Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

[If the customer is **not** established in Norway or within a member state of the EU]

Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The Court of Arbitration shall have its seat in Viking Rubber Co.'s headquarters in Denmark, and the language to be used in the proceedings shall be Danish. The proceedings and the award shall be confidential without time limit. It is agreed that no appeal on any question of law otherwise may be made to any court.

[If the customer is established in Norway or within a member state of the EU]

Any dispute, controversy, or claim arising out of or in relation to this Agreement, or the breach, termination, or invalidity thereof, which cannot be settled amicably between the Parties, shall be brought before a Danish District Court applicable to Viking Rubber Co.'s head office. Even if Viking Rubber Co. has initiated a court action against the customer, Viking Rubber Co. may at any stage decide to settle any dispute by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The Court of Arbitration shall have its seat in Viking Rubber Co.'s headquarters in Denmark, and the language to be used in the proceedings shall be Danish. The proceedings and the award shall be confidential without time limit. It is agreed that no appeal on any question of law otherwise may be made to any court.

Irrespective of the above mentioned, and in the event debt collection by Viking Rubber Co. is required, Viking Rubber Co. may at its own discretion decide to recover the debt at the customer's venue in accordance with the applicable law in the relevant country.

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