

**Terms of Sale and Delivery for Hørning Parket A/S****Scope**

Unless otherwise agreed in writing, the present terms of sale and delivery shall apply to all deliveries.

**Price and payment**

All prices are exclusive of VAT. Delivery shall be made at the prices applying on the date of the order. The terms of payment shall be 14 days net when the seller can obtain ordinary credit insurance for the buyer. Late payment shall lead to payment of interest at 2 per cent per month.

If the buyer wants to postpone the time of delivery, the seller shall forward invoice according to the original time of delivery and order confirmation, and the article shall then remain at the seller's warehouse at the buyer's expense and risk.

**Retention of title**

The seller shall retain title to the articles sold and invoiced until the seller has received payment of the full invoice amount regarding the delivery made.

**Offer and order confirmation**

Offers shall apply for 30 days from the date of the offer. The offer is made subject to the articles being unsold, and final agreement shall not have been made until the seller has forwarded order confirmation. The seller shall not be responsible for complete agreement between the buyer's enquiry and the seller's offer or order confirmation. Thus the buyer shall immediately on receipt of offer or order confirmation be obliged to check offer or order confirmation for correct specification, quantity and price.

**Scope of the delivery**

The delivery shall only include the services described in the order confirmation forwarded. The seller reserves the right to excess delivery of up to 10 per cent for specially made articles and up to 5 per cent for standard articles.

The seller shall be entitled to make product changes and adjustments without any notice. This shall apply regardless of any samples previously presented. All technical specifications shall be subject to such changes, which shall, however, not be of a functional or material design nature.

No claims shall be made against the seller in connection with such changes.

**Time of delivery**

Order confirmations shall state planned time of delivery. Delays compared with the planned time of delivery shall not entitle the buyer to cancel the order or to compensation of any kind, including operational loss, etc. This shall also apply if the buyer's customer makes a claim against the buyer because of delay on the part of the seller.

**Delivery and transfer of risk**

Unless otherwise agreed in writing, delivery shall be made ex works. The risk shall pass at the collection of the articles. If delivery has been agreed, the risk shall pass on delivery. If delivery to the end user has been agreed, the risk shall also pass on delivery, regardless whether the end user is present at the time/place of delivery. If so, the cover note or the driver's requisition form shall be considered documentation for delivery.

If in spite of agreement to that effect, the buyer or the end user is not present at the place of delivery when the article arrives, the seller shall be entitled either to unload the article or take the article back and charge the buyer for additional transport costs and possible rent for storage. The risk shall nevertheless pass on delivery.

The seller shall not take on any liability for failing to observe his obligations because of circumstances occurring after the conclusion of the agreement which are beyond the seller's control - including but not limited to - strike, lock-out, fire, lack of means of transport, war, foreign exchange restrictions, ban on import/export, lack of or shortage of deliveries from sub-suppliers, etc.

Exceeding of planned time of delivery shall not entitle the buyer to cancel the order or to compensation of any kind, unless written agreement has been made regarding detailed rules for compensation.

**Cancellation**

In principle, the seller's articles are manufactured according to order. When the seller has forwarded an order confirmation, the seller therefore reserves the right to obtain and allocate raw wood for the order and to initiate manufacturing. Thus, a confirmed order shall not be cancelled without separate written agreement to that effect.

**Defects and returning**

Complaints about defects in products delivered shall be made in writing and no later than eight days from the date of delivery.

Otherwise the complaint shall not be valid. If the complaint is accepted, the seller shall be entitled and obliged to repair, remedy or redeliver as soon as possible at the seller's option.

If the seller redelivers, the seller shall be entitled to take back the defective articles.

The seller shall not have any additional liability, including for operational loss or any other direct or indirect loss. The seller's articles are sensitive to humidity and temperatures. Consequently, the return of articles shall never be accepted!

**Warranty**

Unless otherwise agreed in writing, the seller shall grant one year's warranty. If the buyer is covered by the warranty stipulations of the Danish Sale of Goods Act, the seller shall respect such stipulations. If the buyer is covered by the five-year rule regarding the Danish clause on construction deliveries (Byggeleveranceklauselen), the seller shall respect such rules to the extent that when placing his order, the buyer informs the seller accordingly.

**Complaints and liability**

The buyer shall be obliged to examine the delivery immediately on receipt of the articles and to make any complaints towards the Seller in writing no later than eight days after receipt.

It is a condition for liability under the warranty that the article has been stored correctly and in a dry place, has been handled professionally and correctly and has been mounted and maintained according to the seller's instructions and in accordance with general maintenance instructions. It is particularly important that floors have been constantly stored or mounted in buildings with a relative air humidity of between 35 and 65 per cent, and that it can be documented that remaining construction humidity has been eliminated before the floors were mounted.

The buyer shall ensure that the materials are examined for defects or shortages prior to initiation of the mounting, as complaints about visible defects and shortages shall not be accepted when mounting has been initiated. *A product which has been mounted is a product which has been approved.*

**Limitation to liability**

The seller shall only be liable for injury and damage to property if it can be proved that the injury/damage is due to defects or omissions on the part of the seller or others for whom the seller is responsible. The seller shall not be liable for damage to real property or personal property which occurs while the articles are in the possession of the buyer. Nor shall the seller be liable for damage to products manufactured by the buyer or to products including such articles. If a third party makes a claim against the seller because of an action leading to liability committed by the buyer, the buyer shall be obliged to indemnify the seller for any costs in this connection. The seller shall never be liable for operational loss, loss of profit and/or any other direct or indirect loss. The seller's liability for damage to property shall not exceed DKK 500,000. In case of product liability, the buyer shall be obliged to indemnify the seller for any liability imposed on the seller to the extent that the liability exceeds the limits above, and the buyer shall be obliged to accept legal action before the court which hears the claim for compensation against the seller. The above limitations according to which the seller shall never be liable for operational loss, loss of profit and other direct or indirect losses shall also apply to cases of delayed delivery and/or defective delivery. *The seller's liability shall never exceed the value of the articles delivered.*

**Disputes**

Any dispute regarding deliveries from the seller shall be settled by the court in Horsens as the agreed venue. This shall also apply to deliveries which may be exported. It has been agreed that the stipulations of Danish law shall apply.