

Terms of Sale and Delivery for Horning UK Ltd

Scope

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

Validity

These Terms of Sale and Delivery apply to any purchase from Horning UK Ltd (hereinafter referred to as "Seller"), unless there is another written agreement. These Terms of Sale and Delivery are thus also applicable prior to any conflicting or deviating provisions in the order placed by the buyer, the buyer's acceptance or in the buyer's possible purchase conditions / buyer's tender material. Any deviating provisions in the Seller's offer and / or order confirmation take precedence over these terms of sale and delivery.

Price and payment

Delivery takes place at the prices applicable at the time of order. However, the seller is entitled to adjust the prices on the day of delivery in accordance with documentable price changes etc. from the time of order to the time of delivery from Seller's suppliers, price increases on materials, exchange rate changes, increase in taxes and duties, customs and freight, insurance rates and similar matters that are beyond Seller's control and influence.

The terms of payment shall be net 50% on receipt of order confirmation and net 50% before dispatch 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 wishes to postpone the delivery time, the Seller sends an invoice according to the original delivery time and order confirmation, and the Seller can then choose either to deliver the item to the buyer at the buyer's expense and risk or to leave the item in the Seller's warehouse for the buyer's expense and risk for a maximum of 30 days. After the expiration of 30 days, the item will be delivered to the buyer 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. Exceeding the planned delivery time does not entitle the buyer to cancel the order or to compensation of any kind, including - but not limited to - operating losses, rehousing costs, relocation costs, etc., unless the parties have entered into a written agreement on detailed compensation rules or unless the Seller has acted grossly negligent. This also applies in cases where the buyer's customer may raise a claim against the buyer due to the Seller's delay.

Delivery and transfer of risk

If a delivery clause has been agreed, this is interpreted in accordance with the Incoterms in force at the conclusion of the agreement. If a delivery clause has not been agreed, delivery takes place ex works (Seller's warehouse) (ex. works Incoterms 2020).

The Seller can aid in connection with booking of freight and customs clearance if the Buyer desires this. Seller's assistance does not change at the time of delivery and the transfer of risk to the buyer.

The risk for the item passes to the buyer when the Seller places the item at the buyer's disposal at the Seller's warehouse. If delivery has been agreed, the risk will be transferred at the time of delivery, unless otherwise agreed. If delivery has been agreed with the end user, the risk also passes on delivery, regardless of whether the end user is present at the time of delivery / place. In this case, the delivery note or the driver's driving license is considered as documentation of completed delivery.

If the buyer or end user, despite an agreement to this effect, is not represented at the place of delivery on arrival of the goods, the Seller can choose either to unload the goods on the spot or to take the goods back and in connection with this require the buyer additional freight and possibly rent for storage. Regardless, the risk is exceeded upon delivery. The Seller does not assume any responsibility for non-fulfillment of its obligations due to circumstances which occur after the conclusion of the agreement and which the Seller is not in control of - e.g. but not limited to this - strike, lockout, fire, lack of means of transport, war, currency restrictions, ban on import / export, missing or defective deliveries from subcontractors, pandemics (including COVID-19) etc.

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

The seller provides a 1-year warranty, unless otherwise have been agreed in writing, with the limitations that follow from the complaint rules and the limitations of liability in these terms of sale and delivery.

A prerequisite for warranty liability is that the item has been correctly and dryly stored, has been handled professionally correctly and has been installed and maintained in accordance with the Seller's regulations and general maintenance regulations. Particularly crucial is, (i) that floors have been constantly stored or installed in buildings with a relative humidity of between 35 and 65% RH, (ii) that the room temperature at which floors have been stored or installed has constantly been between 18-24 degrees Celsius, (iii) that residual moisture in the underlying concrete does not exceed 85%, and (iv) that residual building moisture is gone before the floors are installed. The Buyer must be able to document to the Seller and upon request that all the stated warranty conditions have been met.

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

A claim for damages against the Seller may not exceed the invoice amount excl. VAT, freight, customs, and other taxes for the product sold, and is otherwise limited to a maximum of DKK 2 million.

The seller is not liable for operating losses, lost profits, including any direct or indirect losses that arise as a result of delay or defects in the goods or conditions due to force majeure.

The Seller does not guarantee the accuracy of technical information, specifications, product information, brochures, instructions, etc. on the characteristics, use and other technical data of the product, which are to be considered as indicative only. The seller does not assume any advisory services / advisory responsibility towards the buyer, unless otherwise clearly agreed between the parties.

Personal injury, property damage and product liability

The Seller is only liable for personal injury as well as property damage if it can be proven that the damage is due to gross negligence committed by Seller or others for whom Seller is responsible. The seller is not responsible for damage to real estate or movables that occurs while the goods are in the buyer's possession. Seller is also not liable for damage to products manufactured by Buyer or to products in which these are included. The seller's liability for property damage cannot exceed DKK 500,000.

The seller is not liable for operating losses, lost profits, including any direct or indirect losses that arise as a result of delay or defects in the goods or conditions due to force majeure.

If a claim is made by a third party against the Seller in connection with a liability-incurring act committed by the buyer, the buyer is in general obliged to indemnify the Seller for any costs in connection with this.

In the event of product liability, the Buyer is obliged to indemnify the Seller for the liability that the Seller may be imposed to the extent that the liability exceeds the limits set out in the above, and the Buyer is obliged to sue the same court which hears claims for damages against the Seller.

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.

December 15th 2021