

# Terms and conditions of sale and supply

These terms and conditions of sale and supply are applicable except where otherwise agreed in writing. Special conditions and requirements on the part of the buyer are only binding on the seller if the term is accepted in writing.

## 1. Offer and order confirmation

An offer made by the seller shall be regarded as a recommendation or as an invitation to the buyer to submit orders. If the seller accepts an offer or order from the buyer, this must be confirmed in a separate written order confirmation which also includes the more detailed terms of the agreement. The seller's acceptance of the order is conditional upon obtaining credit risk cover of the buyer. Any subsequent amendments or additions are only valid if confirmed in writing by the seller.

## 2. Prices and payment

The seller invoices on delivery of the goods sold. Invoicing is in accordance with the order confirmation, although the seller is entitled to calculate additions for any intervening costs, exchange rate increases, taxes or duties imposed in respect of the goods. B GREEN A/S adds an environmental charge to the invoice; information available on request. ALL orders below EUR 500,00 are subject to a shipping charge of EUR 30,00. Payment shall be made by the due date as stated on the invoice. Payment terms are 8 days net for an initial purchase and 30 days net for subsequent purchases. If credit risk cover is not granted, advance payment will be required. In the case of foreign orders, all initial purchases must be paid for in advance. If payment is not made, the seller is entitled to demand 2,0% interest on the receivables per month commenced and to charge a fee of EUR 15,00 per reminder sent due to default.

## 3. Delivery

The goods are to be delivered ex works from Hasselager or other place of production. If the buyer wishes the goods to be deliverable without a receipt, this must be reflected in the order. This way, the risk for the goods is transferred to the buyer. Ongoing shipping/transportation of the goods will therefore be at the expense and risk of the buyer. Shipping in relation to volume. For purchases over EUR 2,200, not including freight, B GREEN A/S will pay half of any freight charges. Applicable shipping charges are available on request from B GREEN by Callapor A/S. Shipping is payable in respect of orders for delivery abroad. The seller accepts no liability for any delays in delivery if these are due to factors beyond the seller's control (force majeure).

### Return of Goods

Goods may only be returned upon prior agreement with B GREEN A/S. Freight charges shall be payable by the buyer in case of return by agreement. The buyer is to return all goods in the original packaging and must use packaging appropriate for shipping. Goods are to be returned to B GREEN A/S, Hovedvejen 167, DK-8361 Hasselager, Denmark. The goods shall not be delivered without receipt. When returning non-defective goods, 10% of the purchase price will be deducted.

## 4. Defects and liability

The buyer shall thoroughly examine every delivery immediately upon receipt. If there is visible damage to the pallet or to the goods, the buyer must make reservations on the waybill. If any defects or deficiencies are ascertained, the seller must be notified in writing immediately and within 8 days. The seller undertakes without undue delay to respond to the complaint, and until a response has been given, the buyer is not entitled to do anything at all with the goods, including returning them. If the complaint about defects or deficiencies is upheld in part or in whole by the seller, the seller is entitled to choose whether to cancel (rescind) the purchase, remedy the defects or deficiencies or provide a replacement delivery (redelivery). The seller is not liable for any delay resulting from remediation or redelivery.

## 5. Limitation of liability

In the event of any delay, defects or deficiencies or product liability, the seller cannot be held liable for damages in respect of indirect losses such as operational losses, loss of profit or increased costs.

## 6. Applicable law and jurisdiction

Any disputes or claims arising shall be settled in accordance with the rules of Danish law and with Aarhus City Court or the High Court of Western Denmark as the legal venue.