

## Terms and Conditions of Sale and Supply

These terms and conditions of sale and delivery shall apply unless otherwise agreed in writing. Special conditions and requirements on the part of the buyer are binding on the seller only if the term is accepted in writing.

**For all GB and Northern Ireland Orders Nordlife Ltd. will take on all responsibility for the orders and be referred to as "seller" on behalf of BGREEN by Callapor A/S.**

### 1. Offer and order confirmation

An offer made by the seller shall be regarded as indicative or as an invitation to the buyer to make an order. 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 specific terms of the agreement. The seller's acceptance of the order is conditional upon credit risk cover being obtained in respect of the buyer. Any subsequent changes or additions are valid only if confirmed in writing by the seller.

### 2. Prices and payment

The seller invoices the goods sold on delivery. Invoices are issued in accordance with the order confirmation always provided that the seller shall be entitled to charge extra for any additional costs, exchange rate increases, taxes or duties imposed on the goods.

Great Britain: Minimum order size GBP 1000,00. Carriage charge is GBP 80,00 per pallet. Order size over GBP 1.600,00 is carriage paid.

North Ireland: Minimum order size GBP 1.200,00. Carriage charge is GBP 100,00 per pallet. Order size over GBP 2.500,00 is carriage paid.

Payment shall be made by the due date as stated on the invoice. Payment terms net 30.

Proforma payment where credit cover is not granted. If credit risk cover is not obtained, advance payment will be required.

If payment is not made, the seller shall be entitled to charge interest at 2.0 % per month or part of a month on the outstanding amount and to charge a fee of GBP 15,00 per reminder sent owing to default.

Backorders under GBP 400,00 will be deleted without further notice.

### 3. Delivery

The goods are delivered Ex Works from Hasselager (DK) or any other place of production unless something else is specified under **Prices and payment**. If the buyer wishes the goods to be left at the address without receipt, this must be reflected in the order. In this way, the risk of the goods passes to the buyer. Onward shipment/forwarding of the goods will therefore be at the expense and risk of the buyer. Current shipping charges are available on request from Nordlife Ltd. The seller accepts no liability for any delays in delivery if these are due to circumstances beyond the seller's control (force majeure). Return of Goods may be returned only upon prior agreement with Nordlife Ltd. Freight charges shall be payable by the buyer in case of return by agreement. The buyer must return all goods in the original packaging and must use packaging appropriate for shipping. Goods shall be returned to B GREEN A/S, Hovedvejen 167, DK-8361 Hasselager, Denmark. The goods must not be left at the address without a receipt. In the case of return of non-defective goods, 10 % of the purchase price will be deducted.

### 4. Defects and liability

The buyer shall thoroughly examine all goods received 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 shall be obliged without undue delay to give a reasoned response to the complaint, and until a response has been given, the buyer shall not be entitled to have the disposal of the goods, including return them. If the notice of defects is acknowledged in part or in whole by the seller, the seller shall be entitled to choose whether to cancel (rescind) the purchase, remedy the defects or provide a replacement delivery. The seller shall not be liable for any delay resulting from remedying of defects or a replacement delivery. Furthermore, the seller accepts no liability for any delays in delivery if these are due to circumstances beyond the seller's control (force majeure).

### 5. Limitation of liability

In the event of any delay, defects 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

The Terms and Conditions of Sale and Supply and any separate agreements whereby we provide you with Supply shall be governed by and construed in accordance with the laws of the United Kingdom.