



## GENERAL TERMS OF SALE AND DELIVERY OF PRODUCTS FROM LINEMARK INTERNATIONAL APS

### 1. Applicability

1.1 These general terms of sale and delivery of any product from Linemark International ApS, (hereinafter "the General Terms") shall apply to all offers, orders or deliveries made between Linemark International ApS and its subsidiaries (hereinafter "LM INT.") and the Customer in relation any sale and delivery of any product from LM INT. to the extent that they are not expressly deviated from or modified by any other written agreement.

### 2. Offer

2.1 An offer from LM INT. is valid for a period of seven (7) days from the date of issue, unless otherwise expressly stated in the offer. LM INT. may revoke an offer at any time prior to receiving the Customer's acceptance.

### 3. Specifications

3.1 The product shall meet the agreed specifications. If no specifications are agreed, the product shall meet the general specifications of LM INT. at the time of delivery. Statements presented in product information, hand-books, websites, price lists or other information regarding the product will only be binding upon LM INT. if expressly referred to in an offer or an order acknowledgement.

### 4. Subject of Agreement

4.1 Upon the issue by LM INT. of an order confirmation, the Customer acquires the product in accordance with the terms set out in the order confirmation and these General Terms.

### 5. LM INT.'s Responsibility

5.1 LM INT. shall provide:

5.1.1 The purchased products according to order confirmation, order acknowledgement and/or invoice.

5.1.2 Instruction manuals for the purchased products in one of the following languages: Danish, English, Finnish, French, German, and Spanish. The destination country dictates language of the manual so that products sold in Spain will have Spanish manual etc. In case that LM INT. do not have manual in the language of the ordering country LM INT. will offer manual in English.

### 6. The Customer's Responsibility

6.5 The Customer shall pay for the products in accordance with the order confirmation and abide by all the terms and obligations of the order confirmation and these General Terms.

### 7. Delivery

7.1 Orders must be sent to LM INT. notified e-mail accounts containing item number (LM INT. no.) and quantity.

7.2 LM INT. does only guarantee a specific date of delivery to the extent that this is expressly stated in the order confirmation by LM INT. Standard lead time from order to delivery is 10 working days plus shipping.

7.3 The Customer is obliged to inspect the goods immediately upon delivery to establish any packaging defects before acceptance of receipt of the goods. Following the receipt of the goods the customer is furthermore obliged to inspect the goods without delay to establish any other defects.

7.4 In the event of any packaging defects the customer shall give notice to LM INT. immediately. In the event of any other defects or shortages in the purchased and delivered products, the Customer shall give notice to LM INT. in writing as soon as possible and in no event later than ten (10) days after delivery. If the Customer fails to give notice according to this clause 7.4 the Customer loses its right to make claims based on defects.

7.5 All deliveries by LM INT. are based on FOB (latest INCOTERMS), but LM INT. can arrange transportation on the customer's request, account and responsibility.

### 8. Prices and Payment

8.1 The due date and the terms of payment of the products are specified in the order confirmation and invoice supplied by LM INT.

8.2 Prices quoted by LM INT. are exclusive of duties, value added tax (VAT) and any other taxes or duties unless otherwise expressly agreed.

8.3 It is the responsibility of the Customer to provide LM INT. with all relevant data for the invoicing by LM INT. to the Customer, such to include correct details of the correct recipient of the invoice (company name, company number, address, phone numbers, VAT number and e-mail addresses etc.). In the event LM INT. is requested to issue a credit note and a new invoice due to the Customer having provided LM INT. with incorrect invoicing details, LM INT. is entitled to charge the Customer a handling fee of EUR 100 per new invoice to be issued.

8.4 Where the Customer does not pay the purchase price on time, the LM INT. may charge default interest from due date. Default rate is charges at a 2% monthly rate of interest.

### 9. Intellectual Property Rights

9.1 The Customer recognizes the validity and the ownership by Linemark UK of Linemark UK's intellectual property rights regarding the Designs of the Products, including the patents and utility models used in connection with the manufacture and commercial use of the products and the copyright and design of the individual products as well as all other products from LM INT. made available to the Customer.

### 10. Remedies

10.1 The remedies mentioned in this clause 10 are the only remedies available to the Customer. LM INT. is under no circumstances liable for any direct or indirect losses, claims, damages, compensation, fines or costs incurred by the Customer or by other parties, including but not limited to lost profit or lost business opportunities.

#### 10.2 Delay

10.2.1 If delivery of products is delayed pursuant to these General Terms due to LM INT., the parties shall initiate talks with a view to remedy the situation to the satisfaction of the customer. A delay in delivery of less than 30 days does not entitle the Customer to assert remedies for breach of contract. In the event the goods are delayed more than 30 days the Customer may demand a new day of delivery or cancel the order. The Customer is not entitled to compensation cf. clause 10.1.

#### 10.3 Defects

10.3.1 LM INT.'s liability for defects is limited to replacement of defective goods or remedial action.



## **11. Force Majeure**

11.1 LM INT. is not liable for delay or defects due to force majeure or other impediments beyond LM INT.'s control.

11.2 For the purpose of this agreement a force majeure event shall mean an Act of God, government order, earthquake, flood, fire, riot, war, terror-ism, embargo, strikes, boy-cut, lockout, delayed or insufficient delivery of raw material or other, or any other delivery of a satisfying quality, fire, natural conditions, lack or failure of transportation or war, currency restrictions, restrictions as to imports/exports as well as interruptions or stop of work, and which are adapted to delay or prevent the production or delivery of the products or which makes the fulfilment of this agreement much more troublesome to LM INT. than first expected.

11.3 In case a complete or punctual delivery is temporarily prevented, and this is caused by one or several of the force majeure events mentioned in clause 11.2. or events similar to force majeure, the obligations to deliver is suspended during the period, of which the prevention endures, with the effect that the postponed time of delivery, in any case, is considered punctual, which is the reason why the Customer is not entitled to cancel the agreement as long as such an event exists.

## **12. Claims**

12.1 Any and all claims with regard to the products must be received by LM INT. without undue delay after the defect has or ought to have been discovered by the Customer and in any case within twelve (12) months after the date of delivery.

12.2 If the claim is not received within twelve (12) months after the date of delivery, any and all claims with regard to the product shall be considered lapsed, and consequently LM INT. cannot be held liable for any claims what so ever.

## **13. Termination**

13.1 The agreement with the Customer and the obligation to provide the purchased products terminate without notice by delivery.

13.2 Notwithstanding clause 13.1, LM INT. may by notice to the Customer terminate the agreement immediately on the happening of any one of the following events:

13.2.1 The Customer commits any breach of the agreement or these General Terms and (in the case of a breach capable of remedy) fails to remedy the same within thirty (30) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied;

13.2.2 The Customer is dissolved, becomes insolvent, fails or is unable or admits in writing its inability to pay its debts, institutes or has instituted against it proceedings seeking a judgment of insolvency or bankruptcy; has a resolution passed for its winding up or liquidation; seeks or be-comes the subject of the appointment of an administrator, receiver or similar official in respect of its assets or analogous proceedings in a foreign jurisdiction;

13.2.3 The Customer challenges the validity of, or entitlement of LM INT. to use, any of the intellectual property rights used by LM INT.; or

13.2.4 The Customer shall fail to make payments to LM INT. on the due date;

13.3 In the event of a breach of a party's obligations under the agreement, the other party shall be entitled to compensation in accordance with the general principles under Danish law, unless otherwise is stated in these General Terms.

## **14. Changes and Notices**

14.1 The agreement with the Customer with all appendices thereto, including these General Terms, constitutes the express intent of the parties in relation to the matter hereof and invalidates all previous oral and written agreements or understandings that may have been entered into between the parties prior to the agreement.

14.2 Any modification of the agreement including the modification of this provision must be made in writing and be signed by both parties.

14.3 All notices according to the agreement and these General Terms must be in writing and, as far as notices to LM INT. are concerned, sent by e-mail, registered letter or fax to Linemark International ApS, Skovtoften 14, DK-7100 Vejle, Denmark, Tel: + 45 72 30 18 30, e-mail: [info@linemarkinternational.com](mailto:info@linemarkinternational.com).

## **15. Jurisdiction and choice of law**

15.1 This agreement and all related documents such as order confirmation, order acknowledgement, invoice etc. is governed by Danish legislation. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is hereby explicitly excluded. Any dispute arising out of entering into this agreement, the performance and the interpretation of this agreement shall be settled by the ordinary courts of Denmark, with the local court of Copenhagen, Denmark, as the first instance.