

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY for RG ROM GUMMI A/S

The following General Terms and Conditions of Sale and Delivery apply to any delivery from RG Gummi A/S (referred to as RG) to the extent they have not been derogated from by virtue of other written agreement.

1. General

These sales and delivery terms apply to all deliveries from RG unless otherwise accepted in writing by RG. In the event of any discrepancy between these sales and delivery terms and the Customer's general trading conditions, RG's sales and delivery terms shall prevail over the Customer's own terms and conditions. The Customer accepts this upon acceptance of RG's offer, whether oral or written.

2. Offers and Order Confirmation

Offers are binding for 30 days unless otherwise stated.

The Customer is responsible for ensuring that the specification requirements relating to the request for quotation are complete and contain the necessary and sufficient information. RG does not verify the specification requirements against the Customer's wishes. This is the Customer's responsibility before submitting the specification requirements to RG.

3. Advisory Services

RG advises customers based on its best knowledge and experience and based on information provided by the Customer. RG cannot in any way be held liable if it later becomes apparent that another solution would have been preferable.

4. Prices

Prices stated in quotations/orders/order confirmations are exclusive of VAT, freight, packaging, customs duties, and other charges. RG reserves the right to adjust prices due to currency fluctuations, wage increases, and material price increases until payment has been made, unless otherwise agreed.

5. Delivery, Delivery Time, and Delay

Delivery takes place ex works upon notification of readiness unless otherwise agreed, and shipment is at the Customer's expense and risk. Delivery times are approximate unless explicitly stated otherwise. For bulk goods, RG reserves the right to overdeliver or underdeliver by 10% of the ordered quantity unless otherwise confirmed in writing.

No compensation shall be provided for delayed delivery by RG. Clauses 13 and 14 of NL 92 are hereby waived.

6. Customer Materials and Other Tools, Including Insurance

Customer tools are produced at the Customer's expense and stored by RG as securely as possible for 2 years from the delivery date of the order. The Customer pays development costs for the creation and preparation of tools, molds, etc. Development costs are invoiced partly during the preparation of the tool and finally invoiced on the day the Customer requests delivery of the tool from RG. The Customer is only entitled to receive the tool once all development costs have been paid. Maintenance of tools is carried out at the Customer's expense according to agreement.

Customer materials are insured against fire and theft, but it is specified that in the event of accidental damage or damage caused by RG, RG's liability cannot exceed the insured value. RG is therefore not liable for operational losses, loss of profit, or other indirect losses suffered by the Customer or third parties. Such losses must be insured separately by the Customer. RG also assumes no responsibility for loosely mounted parts such as screws, bearings, and retaining rings.

7. Payment

Payment shall be made according to the payment terms determined by RG, which are net 8 days unless otherwise stated in RG's order confirmation for the specific order. Clause 17 of NL 92 is hereby waived.

If payment is not made by the due date, interest of 10% per commenced month will be charged. RG reserves the right to conduct a credit assessment of the Customer before accepting an order. If, based on the credit assessment, RG determines that the Customer does not qualify for RG's standard payment terms, RG may make its acceptance of the order conditional upon special payment terms, including advance payment, a deposit or other security. If payment deadlines have previously been exceeded, RG is entitled to retain manufactured and processed goods until payment has been made. Delivered goods remain the property of RG until full payment has been received.

8. Work Performed at the Customer's Premises

If RG's fitters perform work at the Customer's premises, the Customer is obliged to instruct the fitters regarding applicable safety and working environment regulations to be observed at the Customer's site. RG's fitters bring standard safety equipment, but if special safety or work equipment is required, the Customer must provide it.

If the Customer fails to provide such equipment or fails to instruct RG's fitters regarding applicable safety and working environment regulations, RG shall not be liable for any related claims from authorities, including labor inspection authorities, or from third parties, including the Customer's customers. RG is likewise not liable for operational losses, loss of profit, or other indirect losses arising from this.

9. Export Control and Sanctions

RG does not supply products or services to countries, territories, companies, or persons subject to sanctions, embargoes, or trade restrictions issued by the EU, UN, or USA. If an order is considered to violate applicable sanctions legislation, RG reserves the right to cancel the order immediately without compensation.

10. Defects and Force Majeure

RG reserves the right — during a period of 12 consecutive months after delivery to the Customer — to remedy defects or redeliver goods. Remedy or redelivery requires that the Customer submits a written complaint immediately after delivery.

The Customer's costs relating to remedying defects, such as operational losses, loss of profit, damage to other property, and other indirect losses, cannot be claimed against RG. Reference is made to clauses 21–35 of NL 92. In force majeure situations, reference is made to clause 37 of NL 92.

11. Product Liability

RG can only be held liable for damage to goods or services delivered by RG if it can be documented that the damage was caused by an error committed by RG or its employees. RG is not liable for operational losses, loss of profit, or other indirect losses suffered by the Customer or third parties.

To the extent that RG may be held liable to third parties, the Customer is obliged to indemnify RG. Reference is made to clause 36 of NL 92.

12. NL 92 and Disputes

Otherwise, the general conditions according to NL 92 apply within Denmark, Finland, Norway, and Sweden in cases where the above terms are insufficient, except where NL 92 has been waived by the above provisions.

The legal relationship between the Customer and RG shall be governed by Danish law. Venue for disputes between the Customer and RG shall be the District Court of Holstebro.