

## Terms & conditions

These Terms and Conditions of Sale and Delivery apply to all deliveries and orders, unless another written agreement covering this exists between the parties.

**Offers:** All offers are valid for 30 days from the day of proposition. All prices are excluding VAT. In case of orders of smaller or larger quantities than the offer given, we reserve the right to adjust the price and delivery time. Offers are being made subject to prior sale.

**Orders:** In the event that order confirmation is used, the orders will only be binding for Risager, when the buyer has accepted the order confirmation. Orders are delivered to the confirmed price subject to price increases as a result of changes in taxes, exchange rates, raw material supplies or any other conditions beyond Risager's control. Cancellations are accepted by agreement only, and upon payment of the costs incurred.

**Delivery:** Delivery time is according to the best estimates, but are not binding for us. By delays which are out of our control, we reserve the right to postpone our delivery obligations accordingly. All orders are subject to reservation for strikes, lockouts, war, revolution, civil unrest and "force majeure", which prevents or hinders obtaining materials or labor as we reserve the right to delay delivery correspondingly, whereas this does not justify cancellation of current orders.

**Price:** Unless otherwise agreed, our prices are ex works, excl. packaging and excl. VAT. In particularly difficult conditions in which the purchase of materials from our suppliers cannot be done at a fixed price, we reserve the right to calculate the current price at date of delivery, whether specific circumstances in this respect are not taken. Risager is continuously entitled without notice to make price changes in price lists and offers, unless otherwise agreed in writing.

**Payment:** Our payment terms are 30 days net. Failure to meet the payment deadline, a calculated reminder fee and interest, currently. 1.8% per month will be charged. Delivered goods remain our property until full and final payment is completed. Risager continuously update customers' credit information by obtaining information from credit rating agencies approved by the Data Inspectorate and reserves the right to change the terms of payment with immediate notice.

**Shipping:** All shipping is done at the buyer's risk, even where there is an agreement of free delivery. Unless otherwise agreed, the shipment occurs at the buyer's expense. If the buyer has not provided a particular type shipment, we reserve the right to choose the best estimate.

**Returns:** Returns can only be made by prior arrangement. Goods returned must be sent at buyers expense and be in the same condition as shipped. Calculating a restocking fee of 15% of the sales price.

**Complaints:** Goods delivered with manufacturing defects will, by immediate postage at buyers expense, be modified or replaced free of charge. Complaints must be made within 8 days after delivery.

**Drawings:** All intellectual property rights, drawings, drafts, technical specifications, etc., are the property of Risager and shall not be copied or handed over to any third party without prior written acceptance from Risager. Drawings made by Risager for use in the submission of an offer shall be returned on demand.

**Product liability:** Risager is only liable for personal injury if it is proved that the damage caused by errors or omissions committed by Risager or others for whom Risager are responsible.

Risager is only liable for damage to real and personal property if it is proved that the damage was caused due to errors or omissions committed by Risager or others for whom Risager responsible. However, compensation can never exceed the value of the delivery which the defective product is included, max. Danish Kroner 1,000,000, - incl. interest and costs.

To the extent Risager incurs liability to third parties, the buyer is obliged to keep Risager to the same extent as Risager's liability is limited under these conditions. If a third party makes a claim against either party for liability under this clause, this party shall immediately inform the other party.

The buyer is obliged to let themselves be summoned to the court, which deals with claims made against Risager on the basis of damage allegedly caused by the delivery.

**Limitation of Liability:** Risager is under no circumstances liable for indirect damages or losses of any kind, including but not limited to, liquidated and consequential damages, the Buyer may incur towards third parties, as well as the buyer's operating loss, loss of time, loss of delivery or similar loss.

Further, that any product liability does not cover losses, expenses or costs associated with the purchase, repaint, replace, re-doing, repairing, destroying or any similar measures with regard to defective products or services.

Risager's responsibility is in every respect limited to the individual performance value, as indicated in the invoice.

Although Risager in some cases may waive a claim or right to the buyer, this may not mean that Risager has waived such claims or rights in instances other than the agreed.

**Reservations:** For deliveries that occur after the buyer's drawings or regulations, we disclaim any responsibility for infringement of patent rights, etc. Illustrations in our catalogs and other printed materials, dimensions and weights are not binding, and we reserve the right to change without notice.

**Force majeure:** Risager is not liable for failure or delay in performance of contracts caused by force majeure, war, riots, civil unrest, government intervention or intervention by public authorities, fire, strike, lockout, export and / or import bans, mobilization, vandalism, currency regulations, epidemics, computer virus, hacking, natural disasters, adverse weather, shortage of labor, energy and water, or any other cause which is beyond Risager control.

If timely delivery is temporarily prevented by one or more of the above circumstances, delivery will be postponed for a period equal to the duration of the obstruction plus a reasonable period of time to normalization of conditions. Delivery on the postponed delivery date is considered in all respects

for timely. If the delivery is expected to last longer than 8 weeks, both Risager the Buyer shall be entitled to cancel the agreement without this being considered breach of contract.

Governing Law and Jurisdiction: Any dispute between the parties shall be settled by Danish law and in the court of Risager's venue, unless Risager choose to proceed to arbitration. If Risager choose arbitration, used the ordinary court of arbitration in Denmark and the applicable rules.

version 01012016