

## Terms of Sale and Delivery – Materials

Unless otherwise agreed in writing, all deliveries related to materials sales by IAC Acoustics A/S ("the Seller") shall take place in accordance with these General Terms of Sale and Delivery. In case of any discrepancies with the Buyer's ordinary trading terms, the Seller's Terms of Sale and Delivery shall prevail.

### 1. Offers and acceptance

1.1. Unless otherwise specified, offers shall be binding on the Seller for a period of three months.

1.2. Orders shall be binding on the Seller only upon the Seller's submission of the order confirmation or execution of the order.

### 2. Price

2.1. All prices are quoted in Danish kroner (DKK) exclusive of VAT. Any discounts and separate agreements have been included in the price quoted.

2.2. The Seller reserves the right to change the prices stated at any time.

2.3. Purchases for less than DKK 500 exclusive of VAT are subject to a handling fee of DKK 75.

### 3. Product information

3.1. Any and all information and any and all drawings, images, illustrations, performance information, prices and other details in the Seller's catalogues, advertisements, sales materials, sales promotion materials, price lists, on the Seller's website or elsewhere shall not be legally binding and shall be considered informative only.

### 4. Delivery

4.1. All materials shall be delivered "Ex works/Ex warehouse" at the Seller's address. Thus, freight costs from the Seller's address shall be at the Buyer's expense and risk. If the Seller arranges transport, freight costs shall be debited, and the risk during transport shall nevertheless remain with the Buyer.

4.2. Unless otherwise specifically agreed, any time stated for delivery shall be approximate.

4.3. In case of shipments containing hazardous goods, a hazardous goods surcharge may be imposed.

### 5. Returns

5.1. Returns must be in original, unharmed condition and in original packaging.

5.2. Returns are accepted by prior agreement only, and a fee of 25% of the net price shall be charged on returns.

5.3. Returns shall be delivered to the Seller's address, and shipping costs shall be borne by the Buyer.

5.4. Items that were bought or manufactured especially for the Buyer shall not be returnable.

### 6. Forwarding charges, etc.

6.1 The Buyer shall bear all costs associated with transport and shall take out insurance to cover the transport. The Seller does not take out transport insurance.

### 7. Delivery obstacles

7.1. War, terror, operational failures, strikes, lockouts, energy commodity shortages, traffic disruptions, administrative decrees, all circumstances involving the Seller's sub-contractors and all instances of force majeure shall relieve the Seller of any delivery obligations for as long as this obstacle exists and to the extent that it is of significance to the agreement concluded.

7.2. If the Seller wishes to invoke the terms of the agreement on delivery obstacles, without undue delay the Seller shall notify the Buyer of the nature of the obstacle, its cause and expected duration.

7.3. Delivery at the time thus postponed shall be considered punctual in every respect. Prior to delivery, both the Seller and the Buyer shall be entitled, by written notification to the other Party to this effect, to cancel the agreement in the event that the delay lasts or is expected to last for more than six weeks.

### 8. Terms of payment

8.1. In the absence of any other agreement, the latest due date for payment shall be 30 days net from the date of invoice. In the event of late payment, default interest shall be payable at the Seller's rate of default interest in force at any time, currently 1.5 % for each month or fraction of a month.

8.2. Payment by set-off of any claims shall be subject to the Seller's written acceptance.

8.3. The Buyer's rejection of a contractual delivery shall not relieve the Buyer of its obligation to pay the purchase sum agreed upon. Regardless of whether or not the rejection is unjustified, the Seller shall be obliged, at the Buyer's expense and risk, to store the rejected goods in a secure manner.

### 9. Retention of title

9.1. The Seller shall retain ownership in the goods delivered until full payment of the purchase sum, including interest, costs, etc., has been received.

9.2. The Buyer shall, at any time, keep the goods delivered separate from other products stored by the Buyer, and the Buyer shall ensure that the goods delivered can at any time be identified by the Seller.

#### **10. Notice of lack of conformity**

10.1. The Buyer shall be obliged to inspect the goods purchased immediately after receipt. Any notices of lack of conformity, including faulty deliveries, which the Buyer ascertains or ought to have ascertained by such inspection, shall be given immediately and not later than three days after receipt. In the event of late notice of lack of conformity, the Buyer shall lose the right to rely on non-conformity.

#### **11. The Seller's liability for defects and delays**

11.1. In the event of actual defects and delays, the Seller shall be liable in accordance with the general rules of liability of the Danish Sale of Goods Act (*Købeloven*), but see clauses 6.1 and 6.2 for information on delivery obstacles and clause 12.1 for information on indirect loss.

11.2. The Seller shall not be liable for errors or defects caused by faulty treatment, storage or the like by or with the Buyer.

11.3. After the expiry of the three-day time limit, cf. 9.1, for notice of lack of conformity ascertained by the Buyer's inspection of the goods immediately after receipt of the goods, the Seller shall have no liability for any defects which the Buyer should have ascertained at this inspection.

#### **12. Product liability**

12.1. The Sellers shall be liable for harm to persons or property, including buildings, ships, aircraft, animals, etc., only if it is proved that the harm was caused by errors or negligence by the Seller.

12.2. Under no circumstances whatsoever shall the Seller be liable for indirect loss, cf. 12.1.

12.3. To the extent that product liability towards a third party is imposed on Seller, the Buyer shall be obliged to indemnify the Seller to the same extent as the Seller's liability towards the Buyer is limited.

12.4. Limitations of the Seller's liability shall not apply if the Seller is guilty of gross negligence.

#### **13. Indirect loss**

13.1. The Seller shall not be liable – either for defects, delays or product liability – for indirect or consequential loss, including, but not limited to, loss of profits, loss of earnings or loss caused by the Buyer's non-compliance with its obligations towards third parties.

Reservations are made for printing errors, etc.  
Revised September 2015. Reservations are made for errors and price adjustments.