

## Terms of Sale and Delivery for Louise Mehl ApS

### General Terms and Orders/Delivery

- 1 The following terms apply to all wholesale trading of Louise Mehl's (the seller's) goods unless otherwise specified by separate agreement signed by the parties (seller and buyer)
- 2 Unless a separate agreement has been concluded between Louise Mehl and the customer (the buyer), only these terms apply, and take precedence over the buyer's contingent terms of sale and delivery.
- 3 The present terms of sale and delivery are considered approved by the parties once the buyer has returned a signed order confirmation to the seller.
- 4 The seller may accept or reject any of the buyer's orders at will.
- 5 Cancellation of an order requires the seller's acceptance to be valid.
- 6 Unless otherwise agreed, the time of delivery is as specified in the order confirmation. The buyer has the right to cancel the order only in case the time of delivery is overrun significantly by the seller.

### Prices, Terms of Payment, And Ownership Reservations

- 7 The prices quoted by the seller are exclusive of VAT.
- 8 The buyer will be informed in writing of any price rises no later than 1 month before such rises become effective. The prices will, however, be adjusted once a year on January 1st without prior notice
- 9 In the case of first-time customers, payment is to be effected before delivery of the goods. Likewise, in the case of customers outside of Denmark, payment by pro forma invoice is to be effected before delivery of goods. As for customers within Denmark, payment is to be effected no later than 14 days after date of invoice.
- 10 If payment is not effected within the term stated on the invoice, the buyer shall pay an interest of 2% of the invoice amount per month as from the date of payment stated and agreed.
- 11 The buyer has no right to withhold or charge any amount against the seller's claim against the buyer unless the seller has given her written consent
- 12 Should the buyer fail to comply with the seller's terms of payment, the seller, without prior notice, can cancel all future orders and demand that in future payment is effected before delivery
- 13 The seller reserves the right to the ownership of the sold goods until payment of the purchase price has been effected in full.

### Minimum Order and Seller's Limitations of Liability

- 14 All buyers, new as well as existing, are to place orders at no less than DKK 30,000.- exclusive of VAT, corresponding to € 4,000.- per range.
- 15 To the extent that the seller is liable to the buyer or to a third party, the seller's liability is limited to cover direct losses. Hence, the seller is not liable for operating losses, loss of profits, or other incidental or consequential losses. The seller accepts no responsibility for consequences caused by the buyer's legal position towards any third party

16 Damages caused by the goods delivered falls within the seller's liability only to the extent that it can be established that the damages are due to faults or neglect made by the seller.

17 The seller is not responsible for misprints, price errors, or changes of VAT and duties.

### Buyer's Terms of Sale

18 The buyer only has the right to sell the goods from his own shop. The goods may not be sold to other shops with the object of onward sale without the seller's written consent.

### Transfer of Risk

19 The goods are delivered ex stock. The seller arranges for transport of the goods to the buyer but the buyer is liable for the goods during transportation. The buyer shall pay for the transport separately according to separate invoicing.

### Terms of Inspection

20 The buyer has an obligation to inspect the goods upon delivery. If the goods are not in conformity with that which has been agreed as per order confirmation, the buyer shall make a complaint to the seller without delay. The complaint shall be in writing, and must be forwarded no later than 8 days from the date of receipt of the goods.

21 Should the buyer fail to make his complaint to the seller within the 8 days mentioned above, the buyer then forfeits his right to make claims because of faults and deficiencies or faulty deliveries.

### Disputes

22 Any disputes are to be settled in accordance with Danish laws. Venue is in Københavns Byret (Copenhagen District Court) or in Sø- og Handelsretten i København (the Maritime and Commercial Court in Copenhagen).