

# Terms of sale and delivery

## 1 QUOTATION, ORDER AND ACCEPTANCE

- 1.1 The Buyer's order is not binding on Carl Ras (CR) until CR has accepted the order.
- 1.2 Once the Buyer has placed an order, the Buyer can no longer make any changes to it, unless the changes are accepted by CR.
- 1.3 The Buyer's order and the delivery may be subject to additional charges.
- 1.4 Only business customers can place orders with CR.

## 2 PRODUCT INFORMATION

- 2.1 Product information in marketing material, price lists, etc. is only binding to the extent the agreement expressly refers to it.

## 3 DELIVERY AND TRANSFER OF RISK

- 3.1 If the order is delivered by a carrier appointed by CR, the risk of accidental loss or damage to the goods passes to the Buyer when the order is delivered at the agreed delivery address. Unless otherwise agreed, the Buyer pays an additional agreed fee for delivery of the order. It is a condition for delivery that the place of unloading can be accessed using a passable road. The Buyer is responsible for ensuring that unloading can take place immediately at the agreed delivery address. The buyer is responsible for any additional costs that may be incurred if unloading cannot take place as expected, for example costs associated with storage or redelivery. In this case, delivery will be DAP as per Incoterms 2010.
- 3.2 If the order is delivered by a carrier appointed by the Buyer, or by the Buyer himself, or if the Buyer personally collects the order, the risk of accidental loss or damage to the goods passes when the Buyer or a carrier appointed by the Buyer collects the order from the warehouse or the location where the order is kept. In this case, delivery will be EXW as per Incoterms 2010.
- 3.3 The time of delivery may be an agreed date or within an agreed period. CR is entitled to change the time of delivery and is not responsible for such changes if caused by the Buyer or a third party failing to provide CR with all information necessary for the execution of the order in sufficient time before the time of delivery, or if the changes are due to a delay by CR's suppliers.
- 3.4 CR reserves the right to make partial deliveries.
- 3.5 Upon delivery, the Buyer must immediately undertake an adequate and careful inspection of the delivered goods. If the Buyer wishes to make a claim for visible damage to the delivered goods, the Buyer must notify CR immediately and no later than at the end of the date of delivery. If the Buyer wishes to make a claim for hidden damage to the delivered goods, the Buyer must notify CR no later than five days from delivery of the order to the Buyer. If the Buyer wishes to allege that CR did not deliver the right number of products, or that CR did not deliver the exact product ordered, the Buyer must notify CR no later than five days from delivery of the order to the Buyer. If the Buyer accepted the order upon delivery without endorsing the waybill, the Buyer is subsequently barred from alleging that the goods were visibly damaged upon delivery.
- 3.6 CR is entitled to demand payment of reasonable costs incurred by CR as a result of a delay in delivery caused by circumstances within the Buyer's control, including storage costs and additional handling and transport costs. The originally agreed time of delivery will in that case be deemed to be the time of delivery set out in the agreed terms of delivery. This applies, in particular, to the passing of risk.

## 4 PRICES

- 4.1 In principle, all prices are stated in Danish kroner and are exclusive of VAT, additional fees, taxes and duties, etc. unless otherwise specifically stated. Orders of less than DKK 300 excluding VAT do not qualify for a discount.

## 5 PAYMENT

- 5.1 The final due date of payment is stated on the invoice. In the event of late payment, the Buyer must pay interest on the due amount at a rate of 2% per month or part thereof with effect from the due date stated on the front page. In addition, CR is entitled to charge a reminder fee and claim compensation in accordance with the provisions of the Danish Interest Act.
- 5.2 The Buyer is not entitled to use any counterclaim against CR as a set-off and is not entitled to withhold any part of the purchase price on account of counterclaims of any nature.

## 6 MANUFACTURER'S GUARANTEE

- 6.1 If the manufacturer of the product gives a guarantee on which a potential claim can be based, only the manufacturer is liable under such a guarantee. The Buyer therefore cannot make a claim against CR under the manufacturer's guarantee.

## 7 DEFECTS AND COMPLAINTS

- 7.1 Complaints about defects must be made in writing as soon as the defect is discovered. A Buyer who fails to do so waives his right to make a claim in relation to the defect and cannot rely on his rights for breach of agreement.
- 7.2 CR is entitled and obliged to remedy any defects or replace defective goods within a reasonable period of time. If CR fails to remedy or replace defective goods within a reasonable period of time following a written and timely complaint by the Buyer, the Buyer is entitled to rescind the agreement by written notice to the Seller as far as the defective part of the delivery is concerned. This right is the Buyer's only right for breach of contract in connection with defective deliveries.

- 7.3 The Buyer cannot uphold the purchase and at the same time demand a pro rata price reduction or compensation.

- 7.4 The Buyer is obliged to thoroughly check, no later than at the time of delivery, whether the goods are as contracted for. The Buyer is obliged to immediately complain about defects that were or should have been discovered in connection with such an inspection, and the Buyer cannot later make a claim for defects that could have been discovered in connection with the prescribed inspection. Complaints on account of defects or delay must be made in writing as soon as the breach has been discovered. A complaint about defects must contain a description of the nature of the defect. In connection with such complaints, CR has the right to check the damage on location and to inspect defective parts, before deciding whether the defects are covered by CR's obligations as described above. A failure to comply with the rules set out in this document has the effect that the Buyer loses all rights to make a claim for breach of contract whether on account of delay, defects or any other reason whatsoever.

## 8 LIMITATION OF LIABILITY FOR DELAY, DEFECTS OR FAULTY DELIVERIES

- 8.1 CR cannot under any circumstances be held liable for loss of operation, loss of profit or any other indirect loss or consequential damage, including agreed penalties or the payment of other fines on account of delay or defects in the product sold, unless CR acted intentionally or with gross negligence. The same applies with respect to faulty deliveries for which CR is directly responsible. The same moreover applies with respect to late delivery by CR of one or more add-on services purchased by the Buyer.
- 8.2 For the avoidance of doubt, it is specifically stated that a Buyer who rescinds the agreement has no claim to compensation from CR for any additional costs incurred in connection with the purchase of similar goods from another party. CR has no liability for additional defects or a loss of profit as a result of a defective delivery.
- 8.3 CR's combined liability cannot under any circumstances exceed the price paid by the Buyer for the product or service, to which the Buyer's claim relates.
- 8.4 CR is exempt from all liability if any of the circumstances set out below (force majeure) prevent delivery of the product or make compliance with the delivery obligation unreasonably burdensome. Labour disputes, strike, lockout and any other circumstances beyond the control of the parties including fire, war, mobilisation or unforeseen conscription of a similar scope, requisitioning, confiscation, currency restrictions, riot or civil disturbance, unusual weather or natural disasters, including volcanic eruption and cloudburst, lack of transport, general shortage of goods, fuel restrictions as well as defects or delays in the deliveries from suppliers caused by any of the circumstances mentioned under this clause. Occurrence of any of the above-mentioned circumstances before the quotation was made or the order accepted does not exempt CR of liability except if their influence on the completion of the order could not have been predicted at the time the event occurred.
- 8.5 CR is obliged to inform the Buyer in writing within a reasonable period of time if any of the above-mentioned circumstances occur and CR intends to claim exemption of liability on account of such circumstances.
- 8.6 If a delay in delivery is a result of force majeure, cf. above, the date of delivery is postponed by the duration of the impediment, and both parties are entitled to rescind the order without incurring liability once the impediment has lasted for more than three months. This provision applies whether the delay occurs before or after expiry of the agreed time of delivery.

## 9 RETURNS

- 9.1 The customer is granted the limited right of return set out in this section.
- 9.2 The following conditions apply:
  - The product must have been purchased from CR
  - The product must be undamaged, complete and saleable
  - The product must be in the original, undamaged packaging
  - The customer must provide CR's invoice or order number
- 9.3 If the above conditions have been met, the amount will be credited in full within 14 days, but the cost of returning the product will always be for the Buyer's account. In addition, the Buyer must always make prior arrangements with CR before dispatching the return goods.
- 9.4 Once the period of 14 days from the date of delivery has expired, goods can only be returned if the above-mentioned conditions have been met and subject to prior agreement in each individual case. A charge of 20% of the purchase price will apply, subject to a minimum of DKK 75 per return, which amount will be deducted from the credit note.
- 9.5 No credit will be granted for goods returned more than three months from the date of delivery.
- 9.6 Goods sold in broken packaging, piece goods, outlet products as well as goods procured to order or made to measure cannot be returned.

## 10 CHANGES TO THE BUYER'S ACCOUNT

- 10.1 The Buyer is obliged to make sure at all times that CR has the correct information such as, but not limited to, the customer's business reg. no., company name, phone number and address as well as e-mail address to which invoices, statements, reminders, authorisations and codes can be forwarded. Changes should be e-mailed to debitor@carl-ras.dk. Should CR against expectation not have received the updated information about the Buyer, CR cannot be held liable for errors and defects in the information recorded against the Buyer's account or for the Buyer's failure to receive reminder letters, etc.

**10.2** It is likewise the Buyer's duty to ensure that authorisations are revoked and codes changed, when relevant, to prevent misuse of the account. CR cannot be held liable for the above-mentioned defects in the event of misuse of the Buyer's account.

#### **11 CHANGES MADE BY CR**

**11.1** CR reserves the right to amend these terms of sale and delivery. The current version of the terms of sale and delivery, as applicable from time to time, is available at [www.carl-ras.dk](http://www.carl-ras.dk).

#### **12 JURISDICTION AND GOVERNING LAW**

**12.1** These terms of sale and delivery are governed by Danish law, and international private law rules as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply. All disputes that may arise between the Buyer and CR must be decided by the ordinary Danish courts in Greater Copenhagen.

#### **13 SOCIAL TERMS RELATING TO ONLINE SALES**

The following addition to the general terms of sale and delivery apply to sales via our website, mobile phones and applications. Please go to the Help function on [www.carl-ras.dk](http://www.carl-ras.dk) for more details about the terms and conditions:

**13.1** All prices, whether inclusive or exclusive of VAT are stated in Danish kroner. To this should be added any fees, etc. plus VAT. The cost of delivery for the goods is stated under your basket before you complete the order and depends on the buyer, the size of the order and the goods purchased. As a general rule, all deliveries must be signed for upon receipt. If no one is at home, the carrier leaves a note, and small parcels are left at the nearest postal collection point. In the event of large items or consignments, the carrier will contact the Buyer to make arrangements for another delivery. If the Buyer has requested the Modtagerflex unattended delivery service, the risk passes to the Buyer at the time the carrier scans the parcel for delivery.

**13.2** A full right of return applies for 14 days from the date of delivery. Any return costs will be for the Buyer's account. The item must be undamaged, complete and saleable and must be returned in the original packaging. In addition, the Buyer must provide CR's invoice or order number in connection with the return.

**13.3** If the product has been used or the packaging is broken, the value has been reduced, and the product is no longer saleable. The value of the product is assessed on a case-by-case basis, but as a general rule a credit of 50% of the price of the product will apply. If 14 days have lapsed since the date of delivery, see point 9.

**13.4** For products marked online as outlet products the following applies: If the item is as new, it can only be returned within 14 days from the date of purchase, and the item or the packaging may show minor signs of wear as long as it does not affect the product's use or function.

**13.5** The Buyer can pay with VISA, VISA Electron, MasterCard, Maestro, JCB or Dankort. This mode of payment is regarded as cash payment, and the card will be debited the minute the product is dispatched from CR's warehouse. Any fees associated with the use of the mentioned card types are payable by CR.

**13.6** Orders placed from Monday to Friday before 16.00 are shipped the same day, provided the product is in stock. Orders received after 16.00 are dispatched the following business day. Orders received over the weekend (Saturday/Sunday) or on public holidays are dispatched the following business day. CR may change the mode of delivery if appropriate. The expected time of delivery of the goods is stated on the order confirmation.

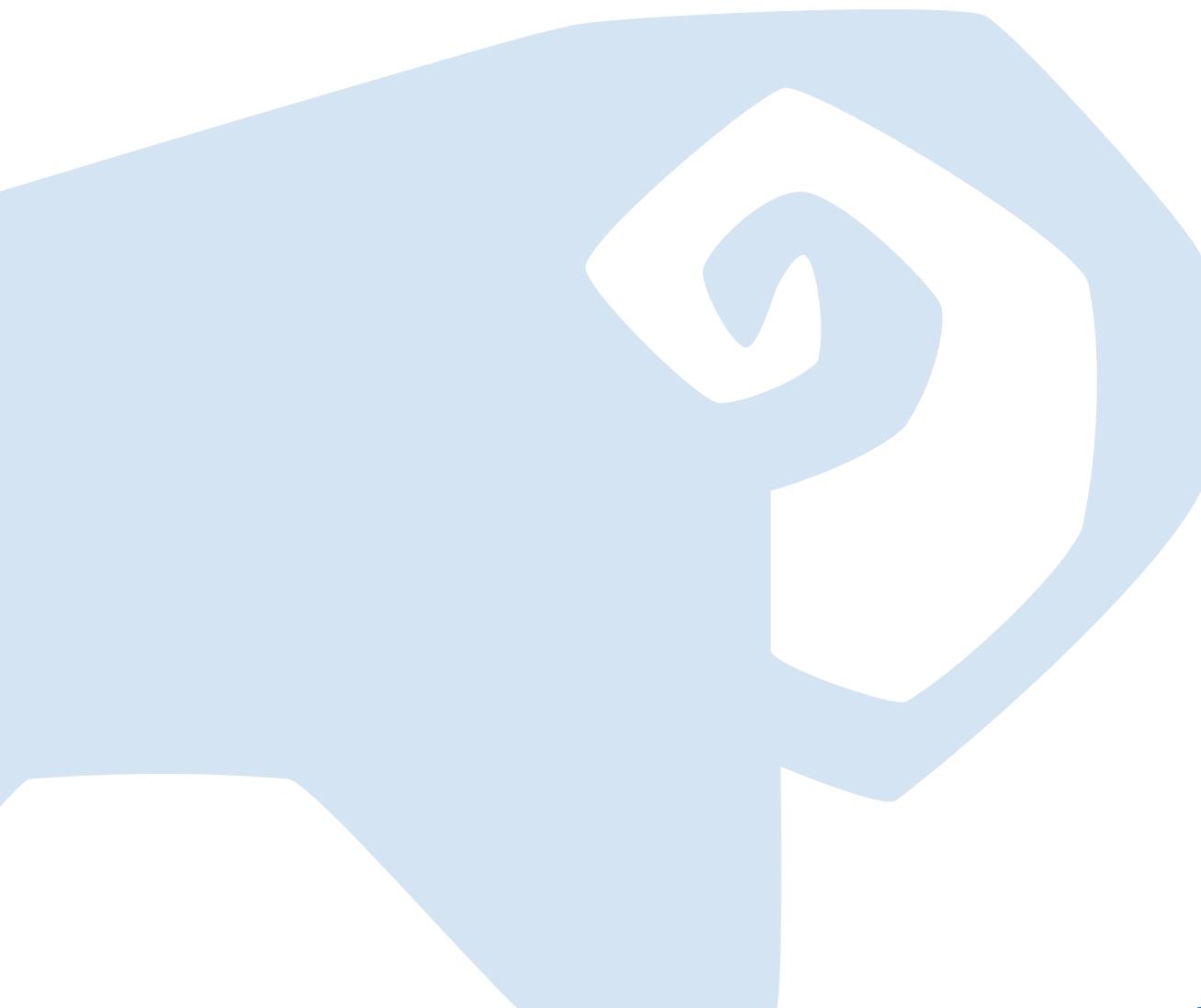
**13.7** The above is subject to goods being unsold. CR assumes no liability for typing errors or price changes and reserves the right to cancel orders that CR is unable to dispatch for the above reasons.

**13.8** Photos, graphics and other illustrations shown on CR's online solutions belong to CR, are protected by copyright and may not be copied or otherwise used without CR's written consent.

**13.9** CR does not disclose any personal data or other information entered into CR's online solutions to third parties (e.g. direct marketing companies or similar). The information entered is exclusively used to service the buyer when purchasing products from CR.

**13.10** In order to make a purchase, the Buyer must have an account. We reserve the right to cancel the order if this criterion has not been complied with.

**13.11** We only accept orders from foreign customers based in the EU and Greenland. It is a requirement that the customer has an account with CR, and orders from private foreign customers are therefore not accepted.



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