



## **GENERAL SALES AND DELIVERY TERMS EXPORT EUROPE**

### **1. Contract documents**

Unless otherwise agreed to in writing, the following terms apply to all MILA Beslag A/S's (MILA) deliveries of products and overrule any terms written on the buyer's order, including reference to the buyer's general business terms.

### **2. Prices**

All prices stated in offers and other material are exclusive of VAT and other current and any future public duties as well as other factors outside MILA's control. In the period after conclusion of the purchase agreement and until delivery, MILA reserves the right to change its prices without prior notice relative to changes in the prices of raw materials, wages based on collective labour agreements, duties and taxes on goods, tariff rates, import/export duties, exchange rates, oil surcharges, delivery costs or other factors outside MILA's control which will increase the cost of delivery of MILA's products.

### **3. Quotations/orders and acceptance**

Unless otherwise agreed with the buyer, quotations will always be based on current prices valid on the quotation date.

Quotations from MILA lapse if MILA does not receive acceptance within four weeks from the quotation date, unless a different time limit for acceptance is stipulated in the quotation.

### **4. Delivery**

For all agreements the delivery terms are Ex Works at MILA's address in accordance with current Incoterms. Products are sold including packaging but exclusive of pallets and cases and other external packaging for which the buyer is charged separately.

The stated time of delivery is indicative only, stating the time of expected dispatch from MILA.

For all orders with total values of at least EUR 1,500 per delivery MILA will – on behalf of the buyer – arrange and handle dispatch with carriage paid delivery. Orders with values below EUR 1,500 per delivery are delivered Ex Works.

Further, a dispatch fee of EUR 10 is added to orders with total values below EUR 300 per delivery.

In any event, and irrespective whether MILA handles dispatch of the products, dispatch is at the buyer's risk.

MILA chooses a carrier to deliver the product. MILA accepts no responsibility for the loading or securing of product in the transporting vehicle, any delays or damage to the product when caused by factors incurred after the delivery was handed over to the carrier. Furthermore, MILA accepts no responsibility for delays caused by unforeseeable delivery obstacles or difficulties, including failing or defective supplies from our usual domestic or foreign suppliers, government intervention, export or import bans, fires, strikes, lockouts, blockades or other labour disputes or any other conditions that are out of MILA's control and that may delay or obstruct the delivery of products.

Under no circumstances is MILA liable for consequential loss or damage, operating loss or other indirect loss as a result of delayed delivery.

## **5. Defects, duty of inspection, and complaints**

If a product or part of it is defective because of defects in materials or manufacturing which may be attributed to negligence on MILA's part, MILA grants a 12-month warranty, calculated from the date of delivery, corresponding to the price invoiced for the product, or MILA may choose to replace or repair the product in full or in part free of charge.

MILA's liability is strictly limited to the compensation, replacement or repair stated above, and MILA cannot be held liable for direct or indirect damage or loss, including consequential loss or damage, operating loss or loss of profits, time or similar losses as a result of defects.

If the products are utilised for other purposes than what is stated in MILA's sales material, MILA cannot be held liable for defects.

It is the buyer's responsibility to inspect the supplied product for defects immediately upon delivery and – if the buyer does not collect the product at MILA's – no later than when the buyer receives the product.

If the product does not correspond to the specifications stated by MILA or is not of the quality common for such a product, the buyer must file a complaint no later than three days after the defect has been or should have been detected and in any event no later than seven days from delivery, calculated from the time when the buyer received the product, if the buyer did not collect the product at MILA's.

Any complaint must be made in writing and must describe the defect in question. If the buyer fails to observe the notification limits stated in this clause 5, the buyer's right to claim such defect will lapse.

## **6. Defects, duty of inspection, and complaints**

On supply of material for construction work in Denmark, in respect of which a specific agreement on extension of the liability period has been concluded in writing with MILA, the following rules also apply:

MILA's liability for defective supplies will cease five years after handover of the construction work in which the supplies are included. However, on delivery to stocks or for resale, liability will cease no later than six years after delivery to the buyer. If it is deemed to have been proved that a claim pertaining to defective supplies cannot – or can only with great difficulty – be successfully filed against the buyer or against subsequent buyers, the claim may also be filed directly against MILA. In such events, MILA may, as well, only be held liable for defects to the extent that MILA's own delivery is defective and also only to the extent that follows from MILA's own contractual relationship with the buyer, including in particular these terms of sale and delivery.

Notwithstanding the aforesaid, MILA acknowledges that in the abovementioned circumstances legal proceedings may be commenced against MILA together with the buyer or subsequent buyers in consequence of the parties' mutual relationship.

Such a dispute must be settled by the Danish Building and Construction Arbitration Court.

## **7. Other liability, including product liability**

MILA is only liable for damage caused to person or property by the product sold if the product is used and mounted in accordance with MILA's instructions and general workmanship and it is proved that the damage is caused by defects or negligence for which MILA is liable. Liability for such damage is only recognised if it is proved that it arises from errors committed by MILA, its staff or the manufacturer of the product.

MILA's product liability for damage to property is limited to a total annual amount of DKK 5,000,000.

In no event is MILA responsible or liable for consequential loss or damage, operating loss, loss of profits, time or other indirect losses, expenses related to temporary relocation etc., including daily penalties claimed as a result of product liability damage.

If MILA incurs product liability towards a third party as a consequence of the buyer's resale or other use of MILA's product, the buyer is obliged to indemnify MILA to the same extent as MILA's liability is limited pursuant to the provisions of these terms of sale and delivery.

## **8. Order cancellation**

Cancellation of orders presumes written consent by MILA. Buyers must inform MILA in writing of their request to cancel an order. A cancellation request is not accepted until MILA has given its written consent. If a cancellation request concerns products that are not stock items, the order cannot be cancelled unless MILA's supplier consents.

## **9. Returning products**

Products may only be returned subject to prior agreement with MILA. Return is carried out at the buyer's expense and risk. If MILA has accepted to receive a return, the product must be delivered in good condition and in the original packaging. Otherwise, MILA has the right to refuse receipt of the product. Specially manufactured products cannot be returned. To cover administration costs, MILA charges at least 20 % of the invoiced price of the returned products – and no less than EUR 15. Furthermore, MILA can charge an additional fee for any reworking, repackaging etc. of the returned product.

## **10. Payment**

Terms of payment are stated on delivery notes, order confirmations and invoices. If payment takes place after the due date, MILA is entitled to add interest and reminder fees to the current amount due at 2 % per month until payment of the amount due. The buyer is not entitled to set off any amount against MILA's claim for payment for products purchased unless such counterclaim has been recognised in writing by MILA.

## **11. Governing law and jurisdiction**

Any dispute concerning MILA's deliveries must be settled in accordance with Danish legislation and by means of arbitration in the Building and Construction Arbitration Court in accordance with the current rules of the arbitration court..