



## Sales and delivery conditions

### 1. ORDER CONFIRMATIONS

These sale and delivery terms apply to all offers, orders, sales and deliveries by Dansk Natursten A/S unless otherwise accepted in writing by Dansk Natursten A/S. Offers are binding on Dansk Natursten A/S for 30 days from the date of the offer.

Information and specifications are only binding on Dansk Natursten A/S if these are contained in the offer or in a later agreed document with Dansk Natursten A/S.

### 2. PRICES AND TERMS OF PAYMENT

Dansk Natursten A/S reserves its right to adjust the price in the offer in case of unforeseen and material increase in production costs, commodity prices, logistic/fuel prices, salaries and wages, exchange rates and the like.

Prices do not include costs for transportation, packaging, pallets, value added tax and any other taxes or duties.

Payment shall be made net cash on delivery unless otherwise agreed in writing. In the event of overdue payment Dansk Natursten A/S, shall be entitled to charge a default interest equal to the official discount rate in force from time to time plus 8% per month.

If satisfactory information regarding solidity or solvency cannot be obtained, Dansk Natursten A/S reserves its right to at any time demand advance payment as a condition for delivery.

### 3. SUPPLIER - DELAY

Delivery is ex Dansk Natursten A/S' address (ex. Works). Delivery is subject to the force majeure provisions in clause 6 herein. Any compensation for late delivery shall not exceed an amount equal to 1% of the agreed price for the delayed consignment or part thereof for each full week of non-delivery,

and compensation can in no event exceed 10% of the price for the delayed consignment or part thereof.

Dansk Natursten A/S assumes no further liability for late delivery, including no liability for any further losses such as direct or indirect losses, consequential losses, loss of profits and the like. The remedies provided for in this clause 3 shall be the exclusive remedies of the buyer with respect to late delivery.

### 4. LIABILITY FOR DEFECTS

Products shall be inspected by the buyer immediately upon delivery and any claims regarding defects shall be made against Dansk Natursten A/S immediately hereafter in writing and within 8 days after delivery.

In case of material defects for which Dansk Natursten A/S is liable,

Dansk Natursten A/S may in its sole discretion issue a credit note for the defective goods or make a replacement within reasonable time.

The remedies provided for in this clause 4 shall be the exclusive remedies of the buyer with respect to defects.

The buyer can therefore not claim a proportional

reduction of the price or claim damages for defects. The buyer can therefore not claim damages for direct losses or indirect losses, consequential losses, operational losses, daily fines, loss of profit, etc.

The force majeure provision below shall also apply in respect of liability for defects.

### 5. PRODUCT LIABILITY

Dansk Natursten A/S is towards the buyer only liable for errors and omissions directly committed by Dansk Natursten A/S.

Dansk Natursten A/S' responsibility for product damages does not cover indirect losses, including loss of production, consequential losses, operational losses, daily fines, loss of profits, etc.

Dansk Natursten A/S liability is limited to 1 year from the time of delivery and liability cannot exceed 10% of the invoiced purchase price.

To the extent Dansk Natursten A/S is held liable towards a third

party for direct or indirect losses, the buyer is obliged to keep the Dansk Natursten A/S harmless from liability beyond the limitations set out above.

The buyer undertakes to be sued in any court hearing a claim brought by third parties against Dansk Natursten A/S.

### 6. FORCE MAJEURE

Dansk Natursten A/S shall not be liable for noncompliance of any of its obligations in the event of force majeure, including war, warlike conditions, riots, civil disturbances, unusual nature events, epidemics, pandemics, IT crashes (including as a result of hacker attacks) or disasters, regulations or actions by any authority (including by any governmental authority, regional or municipal authority, any port, any airport or other transport authority or any other body acting for such authority or entity), strikes, lockouts, fire, non-delivery (including partial non-delivery) by Dansk Natursten A/S' suppliers, accidents during production or transportation or any other circumstance or situation beyond Dansk Natursten A/S' control.

### 7. GOVERNING LAW AND VENUE

All disputes and claims in connections with offers, orders, deliveries or contracts shall be governed by and construed in accordance with Danish law and shall be settled by the local court of Dansk Natursten A/S (i.e. the City Court of Copenhagen (in Danish: Københavns byret).

### 8. MISCELLANEOUS

Deviations from present terms of sales and delivery are only valid, if such deviations are accepted in writing by Dansk Natursten A/S.

