

OTV Plast A/S' salgsbetingelser

§ 1 Generelt

1. Nedenstående salgsbetingelser er gældende for alle vareleverancer fra OTV Plast A/S ("OTV") til Kunden. Kundens eventuelle købsbetingelser finder ikke anvendelse.

2. OTV påtager sig ingen hæftelse for eller pligt til at afstemme sine varers egnethed til Kundens formål.

3. For mindre leverancer opkræver OTV et ekspeditionsgebyr. Ved forsendelser, der kræver indpakning, pålægges et emballage- og miljøbidrag. Paller faktureres særskilt. Emballage og paller tages ikke retur.

4. OTV forbeholder sig ret til over- eller underlevering med indtil 10% af de aftalte ordremængder.

§ 2 Risikoovergang, leveringstid, forsinkelse

1. Levering sker på OTVs udleveringslager i Vejen. Kunden faktureres i mangel af udlevering separat for forsendelses- og transportforsikringsomkostninger. OTV er berettiget til at foretage delleleverancer.

2. Forsinkelse med leveringen foreligger ikke, såfremt og så længe manglende rettidig levering skyldes uforudsete forsinkede eller udeblevne leverancer fra OTVs leverandører eller underleverandører eller uforudsete hindringer for OTV eller dennes leverandører eller underleverandører som force majeure, herunder brand, ind- og/eller udførselsrestriktioner, regeringsforanstaltninger, mobilisering, krig, strejke, lockout, oprør, naturkatastrofer eller tilsvarende omstændigheder, som OTV eller dennes leverandører eller underleverandører er uden indflydelse på.

3. Såfremt det bliver umuligt, væsentligt vanskeliggjort eller fordyret at gennemføre en leverance som følge af, at der er indtrådt omstændigheder som anført i stk. 2, har OTV ret til uden ansvar at træde tilbage fra købsaftalen helt eller delvist. Må det med rimelighed forventes, at omstændigheden vil vedvare i mere end 2 måneder, har såvel OTV som Kunden i indtil 14 dage efter, at det ligger fast, at omstændigheden med rimelighed må forventes at vedvare i mere end 2 måneder, ret til uden ansvar at træde tilbage fra den berørte del af købsaftalen.

4. Foreligger der væsentlig forsinkelse med leverancen, kan Kunden kun ophæve købet, såfremt OTV ikke senest 4 uger efter modtagelsen af et skriftligt påkrav om levering fremsat efter leveringstiden har foretaget levering. Kundens ophævelse af købet kan alene ske for den del af leverancen, som endnu ikke er leveret ved påkravsfristens udløb.

5. OTV er alene ansvarlig for tab og skader som følge af forsinkelse, såfremt skaden eller tabet skyldes OTVs forsætlige eller groft uagtsomme forhold. Driftstab, avancetab, pålæg af konventionalbøder, udebleven forrentning af tilbageholdte midler, indirekte tab eller følgeskader erstattes ikke.

6. Såfremt Kunden anmoder om forlængelse af leveringstiden, er OTV berettiget til at fakturere Kunden for lageromkostninger henholdsvis

forhøjede produktionsomkostninger, herunder omkostninger til ændring af produktionsplanlægningen. OTV er derudover berettiget til at fakturere købesummen for allerede producerede varer i henhold til de aftalte betalingsbetingelser.

§ 3 Reklamation og mangelsansvar

1. Det påhviler Kunden straks at fremsætte skriftlig reklamation over eventuelle transportskader over for transportøren (f.eks. ved anmærkning på fragtbrevet eller modtagelseskvitteringen), ligesom Kunden straks skriftligt skal underrette OTV om sådan reklamation.

2. Det påhviler Kunden grundigt at undersøge varerne uden ophold, dog senest 2 arbejdsdage efter modtagelsen og under alle omstændigheder før, der disponeres derover.

3. OTV er ansvarlig for, at de leverede varer er fri for materiale- og fabrikationsfejl. OTVs ansvar for mangler ophører, når der er forløbet 2 år fra leveringen. Ovennævnte ansvarsperiode for mangler gælder også i tilfælde af myndighedspåbud om tilbagekaldelse, jf. købelovens § 54, stk. 2.

4. OTV er ikke ansvarlig for mangler, såfremt Kunden har forsømt at sikre krav mod tredjemand (f.eks. transportøren). Foranstaltninger, som foretages af OTV for at begrænse tab eller skader, skal ingensinde anses som en anerkendelse af, at der foreligger mangler. Realitetsbehandling af reklamationer skal ikke anses som et afkald på at gøre den indsigelse gældende, at reklamation er fremsat for sent eller er ubegrundet.

5. Foreligger der mangler, som OTV er ansvarlig for, består Kundens mangelsbeføjelser efter OTVs valg i afhjælpning eller omlevering; omlevering kan ske ved levering af lignende vare. Sker afhjælpning eller omlevering ikke inden udløbet af en af Kunden dertil skriftligt fastsat rimelig frist, eller foreligger der på ny mangler, er Kunden berettiget til et forholdsmæssigt afslag eller til at ophæve købet af den del af leverancen, der fortsat er mangelfuld. Mangelfulde varer skal på OTVs regning tilbagesendes til OTV, idet Kunden bærer alle øvrige omkostninger (f.eks. til montage eller demontage, tilslutning osv.).

6. OTV er berettiget til at betinge afhjælpning eller omlevering af Kundens opfyldelse af sine betalingsforpligtelser over for OTV.

7. OTV er ikke ansvarlig for skader eller tab, der skyldes slid og ælde, fejlbetjening, mangelfuld eller dårlig montage, behandling, idriftsættelse eller vedligeholdelse eller overbelastning af varer eller genstande, som varerne virker sammen med eller forbindes med, eller for skader eller tab, der skyldes andres produkters manglende kompatibilitet med OTVs varer. Det påhviler Kunden at vedligeholde de leverede varer. OTV er alene ansvarlig for tab og skader som følge af mangler, såfremt skaden eller tabet skyldes OTVs forsætlige eller groft uagtsomme forhold. Driftstab, avancetab, pålæg af konventionalbøder, udebleven forrentning af tilbageholdte midler, indirekte tab eller følgeskader erstattes ikke.

8. OTV er ikke ansvarlig for skader eller tab, som skyldes Kundens eller tredjemands forhold, herunder ved bearbejdning, montage eller idriftsættelse af eller indgreb i OTVs varer, eller som skyldes andre forhold, som ikke kan tilbageføres umiddelbart til OTVs varer.

§ 4 Ansvarsbegrænsning og produktansvar

1. I det omfang erstatningskrav ikke er behandlet i ovenstående bestemmelser eller i denne § 4, gælder at sådanne er udelukket, medmindre OTV har forårsaget skade eller tab ved forsætligt eller groft uagtsomt forhold. OTV hæfter under ingen omstændigheder for driftstab, avancetab, pålæg af konventionalbøder, udebleven forrentning af tilbageholdte midler, indirekte tab eller følgeskader.

2. OTVs erstatningsansvar for mangler og forsinkelse kan ikke samlet overstige den for den mangelfulde eller forsinkede vare aftalte købesum.

3. OTV påtager sig produktansvar efter lovgivningens regler herom for personskade og for skade på ting, der efter deres art sædvanligvis er bestemt til ikke-erhvervsområde benyttelse og hovedsageligt er anvendt af skadelidte i overensstemmelse hermed. OTV er ikke ansvarlig for skade på andre ting end fornævnte, herunder ting hvori OTVs varer indgår, medmindre skaden skyldes forsætligt eller groft uagtsomt forhold.

§ 5 Ejendomsforbehold

Leverede varer forbliver OTVs ejendom, indtil den fulde købesum herfor er erlagt.

§ 6 Priser og betalingsbetingelser

1. Alle priser er ved levering på leveringsstedet. Alle priser er excl. moms og andre afgifter eller gebyrer til det offentlige.

2. Medmindre andet er aftalt, er betalingsbetingelserne 14 dage netto efter fakturadato. Foreligger der forsinkelse med betalingen, påløber der morarente med 2% pr. påbegyndt måned.

3. Kunden kan alene modregne over for fordringer, som OTV har anerkendt, eller som er fastslået ved retskraftig rets- eller voldgiftsavgørelse.

4. Såfremt Kunden er i forsinkelse med betalingen for nogen leverance fra OTV, forfalder samtlige OTVs øvrige fordringer mod Kunden straks til betaling.

§ 7 Lovvalg og værneting

Tvistigheder i anledning af nærværende salgsbetingelser samt leverancer foretaget i henhold til disse afgøres ved OTVs hjemting efter dansk ret.

OTV Plast A/S Januar 2017

OTV Plast A/S' Sales Conditions

§ 1 General

1. The sales conditions apply to any and all deliveries of goods from OTV Plast A/S ("OTV") to the Customer. The Customer's purchase conditions, if any, shall not apply.

2. OTV does not assume any liability for or obligation to make sure that the goods are fit for the purpose of use by the Customer.

3. For smaller deliveries OTV charges a handling fee. Dispatches requiring packaging material are charged with a packaging and environmental fee. Pallets will be charged separately. Packaging material and pallets will not be accepted for return.

4. OTV reserves its right to deliver up to 10% more or less of any agreed quantity of goods.

§ 2 Transfer of Risk, Delivery Time and Delay

1. Delivery shall take place at the facilities of OTV in Vejlen, Denmark. Delivery shall be deemed to take place and the risk of damage to or loss of the goods shall pass to the Customer at such point in time as OTV has notified the Customer that the goods are ready for collection or dispatch. The Customer will be charged separately for all costs of transportation and insurance of goods in the event that the Customer requests OTV to arrange for transportation from the place of delivery. In case that OTV will dispatch the goods, any risk of loss or damage to the goods shall pass to the Customer at such point in time as OTV has handed the goods over to the transportation firm. OTV shall be entitled to deliver goods in one or more instalments.

2. OTV shall not be deemed in breach of contract or otherwise liable to the Customer, by reason of any delay in performance, or non-performance of its obligations to the extent that such delay or non-performance is the result of performance having become rendered difficult or more expensive for OTV or is caused by strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of OTV or of a third party), difficulties in obtaining raw materials, labor, fuel, parts or machinery, power failure or breakdown in machinery, failure of its suppliers, sub-suppliers or contractors, or any other event beyond the reasonable control of OTV or its suppliers, sub-suppliers or contractors. In any such events OTV may, without liability to the Customer, cancel the affected part of the contract or reasonably vary the terms of the affected contract for supply of goods including but not limited to extending the time for performing the contract for a period at least equal to the time lost due to such event. OTV will without delay inform the Customer of the occurrence of any such events.

3. In any such events referenced in § 2.2 OTV may, without liability to the Customer, cancel the affected part of the contract or reasonably vary the terms of the affected contract for supply of goods including but not limited to extending the time for performing the contract for a period at least equal to the time lost due to such event. OTV will without delay inform the Customer of the occurrence of any such events. If any such event is reasonably expected to

continue for more than two months as notified by OTV, then OTV as well as the Customer shall be entitled to cancel the affected part of the contract, provided that such cancellation is notified in writing no later than 14 days from the date of ascertaining that such event is reasonably expected to continue for more than two months.

4. In the event of material delay in delivery of the goods, the Customer has the right to cancel the contract regarding the delayed goods, however, only as far as the delayed quantity is concerned, provided that OTV has not delivered the delayed part latest 4 weeks from having received a written request of the Customer given after the agreed date of delivery to make delivery.

5. OTV shall not be liable for losses or damages caused by a delay in delivery, unless such losses or damages following from delay are the result of willful misconduct or gross negligence on the part of OTV. In no circumstances shall OTV be liable to the Customer, in contract, tort, negligence or otherwise, for any incidental or consequential loss including, without limitation, any loss of profit, business, revenue, goodwill or anticipated savings or earnings (including interest on monies withheld by a third party) or for any special, exemplary, liquidated or consequential damages or penalties of whatever nature or other financial loss whatsoever arising out of or in connection with delay in performance of any contract for the supply of goods or their use or resale (if applicable) by the Customer.

6. If the Customer requests OTV to extend the date or time for delivery or fails to take delivery on the date or time for delivery, then in addition to any other right or remedy available to OTV, OTV may store the goods and charge the Customer for the reasonable costs (including insurance) of storage and/or for any increased production costs and/or any planning costs. In addition, OTV shall be entitled to issue its invoice with respect to such goods for payment in accordance with OTV's payment terms then in force.

§ 3 Complaints and Warranty

1. The Customer undertakes to immediately notify in writing the carrier of goods if any loss of or damage to goods is reasonably believed to have happened during carriage; such notification shall be sent immediately in copy to OTV.

2. The Customer undertakes to thoroughly examine all goods, without delay, as soon as reasonably practicable following receipt and in any event no later than 2 working days from the date of receipt and prior to disposing or parting with, the goods.

3. OTV warrants that Goods will be free from material defects in material and workmanship for a period of 2 years from the time that risk in them passes to the Customer. OTV shall have no liability for such defects if the Customer does not notify these immediately and in writing to OTV when the defects in the goods are or should have been discovered. OTV shall have no liability for defects which are notified outside the warranty period, even if they are discovered

in the warranty period. OTV shall have no liability for defects which were or should have been discovered as part of the Customer's thorough examination of Goods upon their receipt if notification is not timely communicated to OTV. The period of liability as per the above applies even with respect to governmental recall demand as per Section 54 (2) of the Danish Sales of Goods Act.

4. OTV shall have no liability to the Customer if the Customer has failed to take steps necessary to preserve a claim or right capable of being exercised against any relevant third party (e.g. the carrier). Any steps or measures taken by OTV for the purposes of limiting loss or damage shall in no event be deemed or construed as an admission of defects. Any handling by OTV of a late notification of a defect shall in no event be deemed or construed as a waiver of any precondition of OTV's warranty liability (that the Customer's notification must be made in time).

5. In the event of any breach of warranty OTV shall at its option as soon as reasonably practicable take such steps as may be reasonably necessary to render such goods in accordance with such warranty or supply new or equivalent goods free from material defects in material and workmanship, and if OTV chooses not to do so or fails to do so within reasonable time, OTV shall have the additional option to refund the whole or a proportionate part of such sums as the Customer has paid to OTV in respect of the defective goods. The Customer undertakes to return the defective goods to OTV at OTV's cost, and the Customer undertakes to bear all other costs (e.g. to installation, dismantling, connecting etc.).

6. OTV shall be entitled to suspend the performance of its warranty obligations until such time as the Customer shall have performed all of its due payment obligations to OTV under any contract or other agreement.

7. OTV shall be under no liability under the above warranty in respect of any defect in goods arising from fair wear and tear, non-maintenance, installation or commissioning below normal standard, accidental or willful damage, negligence, failure to follow OTV's instructions or recommendations (whether written or oral), or misuse or alteration or repair of goods without OTV's prior written approval or any of the above with respect to such items with which the goods are connected or interact. OTV shall be under no liability under the above warranty in respect of any losses or damages arising from lack of compatibility of products of any third party or of the Customer with the goods. It is the sole responsibility of the Customer to carry out proper maintenance of the goods throughout the warranty period. OTV shall not be liable for losses or damages caused by defects, unless such losses or damages following from defects are the result of willful misconduct or gross negligence on the part of OTV. In no circumstances shall OTV be liable to the Customer, in contract, tort, negligence or otherwise, for any incidental or consequential loss including, without limitation, any loss of profit, business, revenue, goodwill or anticipated savings or earnings (including interest on monies withheld by a third party) or

for any special, exemplary, liquidated or consequential damages or penalties of whatever nature or other financial loss whatsoever arising out of or in connection with defects.

8. OTV shall not be liable for damages or losses caused by the Customer or a third party, including as a result of processing, installing or commissioning of or interference with OTV's goods or as a result of circumstances not attributable to OTV's goods.

§ 4 Limitation of Liability and Product Liability

1. So far as claims for damages or losses have not been addressed in the above mentioned conditions or in this § 4 the following shall apply: OTV shall not be liable for losses or damages, unless such losses or damages are the result of willful misconduct or gross negligence on the part of OTV. In no circumstances shall OTV be liable to the Customer, in contract, tort, negligence or otherwise, for any incidental or consequential loss including, without limitation, any loss of profit, business, revenue, goodwill or anticipated savings or earnings (including interest on monies withheld by a third party) or for any special, exemplary, liquidated or consequential damages or penalties of whatever nature or other financial loss whatsoever.

2. In the event that notwithstanding the provisions of these Conditions OTV is found liable for any loss suffered by the Customer arising in any way out of or in connection with any contract for the supply of goods, that liability shall in no event exceed the price paid for such goods.

3. OTV assumes product liability in accordance with applicable law for personal injury and damage to property meant not to be used commercially and having been used non-commercially by any claimant. OTV assumes no further liability or responsibility with respect to other property than the aforesaid, unless as a result of willful misconduct or gross negligence.

§ 5 Retention of Title

Notwithstanding the passing of the risk to the Customer of damage to or loss of Goods, OTV shall retain title to and ownership of Goods until it has received payment in full of all sums due for such goods.

§ 6 Prices and Payment Terms

1. All prices for the Goods are as delivered at the place of delivery in accordance with § 2.1. All prices are exclusive of value added taxes and any other similar duties, charges, taxes levied by any state or governmental authority or agency.

2. The time for payment for the goods is 14 days from the date of the invoice in respect thereof unless otherwise agreed in writing. Time for payment shall be of the essence and if payment is not made in full by the due date OTV may without prejudice to any other remedy charge the Customer compound interest (running before and after judgment) on all

overdue sums at the rate of 2% per month commenced.

3. The Customer shall not be entitled to set off, or withhold any payment due to OTV against the purchase sum for goods under any contract unless and to such extent as admitted by OTV or as determined in a non-appealable court decision or arbitration award.

4. In the event that the Customer is in delay with the payment for any delivery of goods made by OTV, OTV shall be entitled to declare the payment for goods under any other contract immediately due and payable.

§ 7 Governing Law and Disputes

Any contract for supply of or any delivery of goods by OTV to the Customer shall be governed by and construed in accordance with Danish law without regard to its principles of conflicts of laws or the United Nations Convention on the International Sale of Goods and the parties hereby submit to the non-exclusive jurisdiction of the Danish court competent at the registered office of OTV in relation to any claim or controversy arising out of or connected with any contract for supply of or any delivery of goods.

OTV Plast A/S January 2017