

# TERMS AND CONDITIONS OF SALE

## 1. Terms and Conditions of sale:

Enclosed Terms and conditions of sales are only valid for sales to the professional customers (hereafter named "Buyer"), buying from Jackpot Denmark by Mr. Jørn Hansen, VAT. no. DK 1213 4568 (hereafter named "Seller")

Unless other agreements in writing have been settled by the parties, explicit overruling enclosed terms and conditions of sales, the following conditions are agreed between the partners. When buying Easy Water products the additional conditions (attached if applicable) are valid, and such conditions will be given to the Buyer as a special appendix to the order confirmation.

## 2. Quotations and prices:

All prices and quotations are subject to rights to invoice the prices and conditions valid at the delivery day.

Prices and rate of discount may be changed by Seller without any warning. Special quotations must be given in writing and must be limited and signed by Seller to be valid. Special discounts are agreed separately.

## 3. Time of delivery:

If no specific time of delivery has been agreed, the delivery time is scheduled as the period from the order is confirmed by Seller until the goods are ready for shipment from the store. Prior notice of agreed delivery time is for guidance only as a presumed period of time for processing, and is not legal or economical binding for Seller. Time of delivery is normally given by a week number in the year, and is to be understood before Friday at 2 p.m. in the mentioned week. By agreement on delivery by separate notice, Seller can demand that Buyer collects the goods or is accepting delivery within three months from ordering date. Requests to cancel an order must be beforehand, and presented and approved by the Seller, and any additional costs shall be payable by the Buyer.

## 4. Freight and insurance:

Goods are sold "Ex Works" according to the INCOTERMS meaning that, "the Seller is paying nothing, Buyer is paying all". By handling of goods over to an agent the responsibilities are agreed according to the NSAB-85 (Nordic Forwarding Agents normal conditions).

## 5. Terms of payment:

Terms of payment is net cash on delivery, if no credit line has been agreed by Seller.

Payment is seen as within the time stated when payment notice is given at a post office or a bank on due date. Cheques or other advices of payment are not accepted by Seller before the cash are cleared. By delay of payment, interest at a rate of 1,5% per month will be charged. If the Buyer fails to comply with one or more of Sellers due amounts, Seller's total debt may be claimed for immediate payment.

## 6. Retention of title:

Property of the goods supplied is not passed on to Buyer, before Seller has received the total payment including eventual interest and additional costs connected.

## 7. Products and production:

All goods are manufactured according to the Seller's quality standards at any time for mentioned products concerning colours, dimensions, number per box /pallet, weight per box/pallet. If the Buyer wishes to change the specifications on products, which he wants to have delivered at variance with Seller's normal standard, it must be approved and confirmed in writing by Seller in each case, and the goods are delivered against additional charge only.

## 8. Claims and return:

Quantitative control of received goods must be done by the Buyer immediately and claimed before 24 hours from delivery of the goods at the latest. Return of the goods according to a claim can only be accepted after previous agreement with the Seller. Goods delivered according to a Buyer's special order and agreement are not returnable.

## 9. Liabilities:

Seller is liable to fulfil defects caused by wrong type, number, colour or dimension by remedy of the defect or if this is not possible, by delivery of a new comparable product. Buyer has to claim any quality defects in writing without any delay after the defect has occurred and 8 days from delivery at the latest.

If the defect is substantial and the Seller cannot within a proper time remedy the deficiency, Buyer can claim loss of damage limited to the invoice amount plus 10%. Seller's liability for defects is expiring 8 days from the delivery.

Seller is not responsible for defects or inadequate order specification which Buyer is responsible for when ordering, defects by transportation or storing, wrong utilisation or wrong guidance for utilisation, defects caused by processing or changing of the goods or influence on goods by climate factors. Seller is not liable for indirect loss of damage, failure in production and/or sales and/or damages caused hereby. The Seller is not liable for eventual defects or insufficient raw materials used, defects caused by used dyes or for inconvenience caused by transfer of infections or pollutions from the use of recycled pallets or similar.

## 10. Force Majeure:

If deliveries are obstructed, delayed or corrupted according to war, government order or regulation, strikes, damage on machinery, lack of raw materials, delay of delivery from sub supplier, closing down, fire, natural disaster etc. or other circumstances beyond Seller's reasonable control, Seller is not responsible for the consequences hereof.

## 11. Disagreements:

For a dispute arising under any agreement of delivery of goods the parties acknowledge the dispute must be settled by a legal action in the Court of Odense City.