

# RE-PLASTIC TERMS OF SALE AND DELIVERY

These terms of sale and delivery apply to all offers, order confirmations and deliveries, purchases from Re-Plastic's website, over the telephone or in any other way unless there is another written agreement to this effect between the parties. The terms of sale and delivery apply to both the sale and delivery of products and services, including consultancy. Any offer is valid for 30 days and is subject to final order confirmation from Re-Plastic. Objections to the terms and specifications stated in an order confirmation must be made in writing within 5 days from the date of the order confirmation.

## PRICES

*The prices stated in our offers are those valid on the offer date. All submitted offers are understood as one total delivery. All prices do not include VAT, other government taxes and transaction fees in connection with payment.*

## DELIVERY & LIABILITY FOR DELAYS

*Any indication of time of delivery is calculated - unless otherwise stated in the offer - from final order confirmation. Shipping from Re-Plastic's address is at Re-Plastic's risk and at a price agreed in the offer. If Re-Plastic is unable to deliver its service at the time stated in the order confirmation, Re-Plastic is entitled to postpone its delivery accordingly without this giving the Buyer default rights. The Buyer can thus not claim a fine or compensation from Re-Plastic in the event of delayed delivery, but the Buyer can terminate the agreement if Re-Plastic does not deliver within a set additional deadline, which cannot be shorter than 3 weeks. Normal disposable packaging is not charged. Special packaging is charged at the purchase price. EURpallet is settled with DKK 100. People who pick up or deliver goods must be able to show identification. In the case of delivery by aircraft or ship, the delivery is considered DAT. If the delivery takes place by plane or ship, the Buyer is obliged to provide the measures necessary to be able to unload the goods from the plane or ship. The risk of loss of goods or damage passes to the Buyer upon delivery. Delivery note or carrier's delivery note is considered as proof of delivery. The Buyer must pay expenses for any waiting time in connection with unloading at the Buyer's address or other place designated by the Buyer, just as the Buyer must pay any costs that result from the Buyer not being able to receive the goods by the agreed delivery time.*

## DUTY TO INVESTIGATE AND COMPLAINT

*The Buyer must, immediately upon receipt, and before the goods are used or processed, review the delivered goods to ensure that these are free of defects. Complaints about defects, including quantity deviations that are or should have been found during such an inspection, must be made immediately and absolutely no later than 8 days after delivery of the goods at the Buyer's place in order to be accepted. In the case of other defects, a complaint must be made immediately after the Buyer should have discovered the defect, and no later than within one (1) year.*

LIABILITY FOR DEFECTS OF THE  
SALE ITEM

In the event of a timely complaint about defects, Re-Plastic must remedy, re-deliver or terminate the agreement and refund the purchase price at Re-Plastic's choice. If Re-Plastic terminates the agreement and reimburses the purchase price, the Buyer cannot make a claim in connection with this. Remedy, re-delivery or refund of the purchase price presupposes that the delivery has been stored or used correctly and as usual and in accordance with Re-Plastic's instructions. Re-Plastic is not liable for damages caused by incorrect and inappropriate use of delivered goods. The Buyer is directed to follow any instructions for use, catalogues and brochures that come with the item or to obtain them yourself.

RETURNS

Products that are still part of Re-Plastics' standard range and that appear as new in original packaging can be returned by prior arrangement. For return shipments, a 20% return tax is deducted. If the return is made within 14 days from the delivery date, there is no return fee. Return reference number received from Re-Plastic in connection with the return agreement must be enclosed with the product. Re-Plastic assumes no responsibility for items returned without prior agreement with Re-Plastic. Returned products must be sorted and clearly marked. If this is not the case, handling costs will be charged. Shipping costs are paid by the sender. Crediting is done at the sales day's prices. Products older than 90 days cannot be returned. The goods must be free of dirt etc. Customers are responsible for returning products to Re-Plastic in the stated condition.

PAYMENT

Payment terms are current month +15 days. In the case of payment after the due date, default interest of 2% of the invoice amount per started month are applied. Accrued default interest is due for payment immediately and is paid in advance of all other debts on the current payments. If the Buyer's payment is not made on time, or the conditions for the agreed credit change significantly, Re-Plastic is entitled to withhold all additional deliveries to the Buyer, regardless of whether the deliveries have a relationship or not. Re-Plastic draws attention to the fact that we regularly update your customer and credit information by registering and obtaining information from CPR / CVR as well as credit information agencies approved by the Danish Data Protection Agency. Payment reminders are settled with DKK 100 per reminder. People who pick up or drop off products must be able to show identification. For project deliveries, payment is made according to an agreed payment plan and usually based on once a month.

PROPERTY

The sold product remains the property of Re-Plastics until payment (including any interest accruals) has been made in full. Re-Plastic is entitled to stop the delivery and cancel the transaction if the Buyer after the conclusion of the agreement goes bankrupt, opens negotiations on a compulsory composition, enters into a reconstruction or suspension of payments or the Buyer at the bailiff's court is unable to cover his obligations or it turns out that the Buyer is assumed to be unable to pay the purchase price at due date.

BUILDING DELIVERY CLAUSE

Re-Plastics' liability for defects in deliveries ceases 5 years after the delivery of the construction. However, in the case of deliveries to warehouse or resale, the liability ceases no later than 6 years after delivery to the Buyer. If it can be proven that a claim regarding defects in deliveries cannot - or only with great difficulty - be implemented against Re-Plastic's buyer or against subsequent buyers, it is recognized that the claim can also be applied directly against Re-Plastic. Also in such cases, Re-Plastic can only be held liable for defects to the extent that the delivery is defective and furthermore only to the extent that it follows from Re-Plastic's contractual relationship with the Buyer. In all cases, however, Re-Plastic acknowledges that it can be sued together with the Buyer or subsequent buyers in connection with the parties' mutual relationship. Selected product types, e.g facade panels, may have longer liability periods, cf. FAQ.

In the event that delivery, timely delivery or defective delivery is prevented or delayed by events beyond the control of Re-Plastic, including, but not limited to, war, terrorism, vandalism, piracy, arson, import restrictions, export restrictions, boycott, political unrest, labor disputes in any form, operational disruptions, transportation difficulties, lack of labor or supplies, unusual natural events, including storms, earthquakes, cyclones, floods and lightning strikes or other third party failures or the like, Re-Plastic may, without any responsibility, postpone delivery or cancel, completely or in part, the order by notifying the Buyer as soon as possible.

The Buyer is obliged to notify Re-Plastic in writing without undue delay if a product liability damage has occurred or there is a risk that such damage will occur. To the extent that Re-Plastic may be held liable to third parties, the Buyer is obliged to compensate Re-Plastic since Re-Plastic's liability is limited under these terms. The Buyer is obliged to be sued in the same court which handles claims for damages against Re-Plastic from a third party. Re-Plastic is not liable for indirect losses, including lost profits, goodwill, lack of or unattainable financial benefits and objectives, loss of production, loss of data, losses due to Re-Plastic's services not being able to be used as intended, or losses due to the termination or breach of an agreement with a third party. Re-Plastic's liability for damages is limited to matters that constitute gross negligence. Re-Plastic is liable for personal injury caused by a product manufactured by Re-Plastic, if the damage is demonstrably due to errors or negligence committed by Re-Plastic or someone else for whom Re-Plastic is responsible. Re-Plastic is not responsible for damage to real estate or chattels that occurs while the delivery is in the Buyer's possession as well as damage to other products at the Buyer's. Re-Plastic's liability for damages is also limited in amount to the sum insured on Re-Plastic's product liability insurance at any given time. To the extent that Re-Plastic may be imposed product liability to third parties, the Buyer is obliged to compensate Re-Plastic to the same extent as Re-Plastic's liability is limited under this and the previous points. The Buyer is also obliged to sue in the court or arbitral tribunal which hears claims brought against Re-Plastic on the basis of such damage. If a third party makes a claim against one of the parties for liability for such damages, that party shall immediately notify the other in writing. In the event that Re-Plastic provides supplementary products as a service, Re-Plastic does not assume any independent responsibility for these products. Invoicing takes place only as an outlay on behalf of the Buyer. Re-Plastic, regardless of the basis on which the claim is raised and regardless of the degree of negligence, is not liable for indirect losses or consequential damages such as operating losses, profit losses, loss of goodwill, loss of expected savings and the like. Re-Plastic's liability for any loss or damage is limited to the amount that the Buyer has paid for the service (or lack thereof) on which the claim is based. Regardless of the size of the consideration for the service, Re-Plastic's total liability is maximized in amount to DKK 10,000,000.

Re-Plastic provides consulting as one of its services, for example "Consulting in the workplace", "Consulting by telephone", "Project support for consultants" and "Dimensioning of technical products" etc. The examples are merely indicative and not exhaustive. This advice is an offer to the customer that can supplement, but not replace the customer's own research and technical expertise. In all cases, the customer is encouraged to follow all calculations, assumptions, assessments, recommendations and consequences carefully. Re-Plastic assumes no responsibility for this or other advice in general, which can not or must not replace the customer's independent investigations and assessments. Re-Plastic disclaims any responsibility or inconvenience to the customer as a result of this advice, regardless of its nature; delay, damage, loss of property, product liability, indirect loss or consequential damages, defects, etc. This listing is not exhaustive. Finished design of upcycled products, offered on functional requirements, is not part of the delivery. Re-Plastic can perform this through a separate agreement with the customer. As a basis for completed design, the customer's advisor must prepare principle drawings and descriptions as well as functional requirements and interface notes that explain the scope of the service, project basis, interfaces to other constructions, outcome requirements and documentation requirements. The client's consultant's project follow-up must include a review of calculations, descriptions and drawings prepared by Re-Plastic. The review shall be carried out with particular emphasis on checking the coherence with adjacent services. The customer's advisor is still responsible for the design of the resulting project material, while Re-Plastic is responsible for the product and its stated properties.

**MOCK-UP**

*In parallel with the sketch phase, work can be done with so-called mock-ups. The development of mock-ups is an important parameter for assessing the future material character as well as the specification requirements listed in the material mapping. Development of mock-ups will include a start-up development fee as well as material costs for each variant of the facade panel. The start-up fee is determined and approved by the customer before the work is started. This start-up development fee is not part of the final material product price. If the finished product's development results in a too high delivery price for the customer, the finished development will be taken in dialogue with the project parties and will be settled according to the additional costs agreed thereby agreed. With the final mock-ups' approval, the product is ready for production.*

**INNOVATION**

*Re-Plastic works with the development of new products and solutions based on often innovative and complicated processes, which involve and presuppose several interdisciplinary elements. Re-Plastic and the Buyer must both show the intention to enter into a flexible collaboration, which presupposes an ongoing dialogue on quality assurance of methods and materials, and that Re-Plastic and the Buyer continuously inform each other of any matter that is deemed to have an impact on the fulfilment of the agreement or delivery.*

**INTANGIBLE**

*All intellectual property rights, including patents, utility models, trademarks, copyrights, design rights and know-how remain the property of Re-Plastic. Nothing in these terms of sale and delivery entitles the Buyer in whole or in part to exercise Re-Plastic's intellectual property rights.*

**INVALIDITY**

*Should it turn out that one or more conditions of these terms are or become invalid, the remaining terms shall continue to be valid between the parties. In this case, the parties are obliged to replace the invalid condition(s) with a valid one which, as far as possible, pursues the purpose and legal position according to the invalid condition(s).*

**DISPUTES**

*Any disagreement or dispute between the parties regarding the understanding or scope of these terms of sale and delivery shall be settled in Denmark by the ordinary courts in accordance with Danish law. Venue is Copenhagen. The choice of law is Danish, and the legal language is Danish. The Buyer is obliged to sue in the court that hears claims brought by third parties against Re-Plastic regarding product liability. If the case is to be decided by arbitration, the arbitral tribunal must be established in accordance with the rules in section 47 of the "General Conditions for Works and Deliveries in Construction" (from 1 January 2019: AB 18, section 69). Inspections and assessments must be established in accordance with the rules in section 45 of AB 92 (from 1 January 2019: AB 18, section 66), unless inspections and assessments must be carried out as part of a lawsuit brought before the ordinary courts.*

**TAKE-BACK**

*Re-Plastic offers take-back solutions for selected products. It appears from the individual product sheets whether the option applies to the individual product..*

*Especially for construction products produced from non-virgin materials. Re-Plastic reserves the right to change product and material specifications, including products and materials in accordance with agreed orders, if the Buyer is informed and this can be done without inconvenience to the Buyer. The Buyer is thus aware that the products sold are upcycled materials, and that variations must be expected with regard to structure, colour, tolerances, etc. also in relation to presented samples. In the event that the buyer cancels the order and/or in the event that the order is reduced to quantities below the minimum limit, Re-Plastic is in addition to compensation for its loss according to Danish law rules, entitled to cover expenses for redundant capacity (labour, movables, etc.) which cannot be averted.*

**RE-PLASTIC**

Info@re-plastic.dk

www.re-plastic.dk