

Bisca's General Terms and Conditions of Sale and Delivery

Date: 19 August 2022
Version: V10

Application

The General Terms and Conditions of Sale and Delivery ("the Terms and Conditions") apply to all agreements with Bisca A/S, CVR number 27702279 (hereinafter referred to as "the Company"), and its sale and delivery of products and associated services to business customers.

Any deviating terms of purchase or additions, amendments or limitations to these Terms and Conditions shall only apply to the extent that the Company has given its express written consent.

1. General information

All agreements between the Company and the customer take place on the basis of the Terms and Conditions of Sale and Delivery in force at any time, unless otherwise agreed in writing. These Terms and Conditions of Sale and Delivery are binding and disregard all agreements and customs that are in conflict with these terms and conditions, including terms drawn up and submitted by customers and suppliers.

If all or part of the provisions in these Terms and Conditions of Sale and Delivery do not have legal effect, this does not mean that the other provisions in the Terms and Conditions of Sale and Delivery do not apply.

These Terms and Conditions of Sale and Delivery replace all of the Company's previous terms and conditions of sale and delivery.

2. Offer and acceptance of order

Until the customer's acceptance has been received by the Company, offers from the Company are not binding, unless otherwise stated in writing.

The Company reserves the right to sell out products and to make changes to the product range. If a product is sold out or there is a change in the Company's product range, the Company may always refuse to supply, without the customer being entitled to any form of remuneration or compensation as a consequence of this.

The Customer does not have a general right to cancel products for which binding orders have been placed.

Orders. The customer must send orders for products to the Company in writing. An order must contain the following information: Order number, Product number, Product description, Quantity, Price, Delivery date and Delivery address.

1. The forecast/advisory statement from the customer must be received by Bisca no later than 42 days (6 weeks) before delivery in order to ensure the purchase and planning of production.
 - a. If this is not received on time, Bisca cannot guarantee delivery.
2. Orders must be received by Bisca no later than 14 days before delivery, and may not deviate by more than +/-10% from the previously submitted forecast/advisory statement.
 - b. If a submitted order deviates by more than +/-10%, Bisca reserves the right to invoice the customer for any costs relating directly to the specific order.
3. Small orders received within normal working hours can be expected to be delivered within four working days.

Orders with shorter delivery times, if accepted, are subject to an express charge of DKK 500.

Amendment or cancellation of orders. The customer cannot amend an order placed for products without the Company's written consent. Once an order has gone into production, it cannot be cancelled.

3. Prices

Unless another currency has been expressly defined, all prices are in DKK excluding VAT. There is reservation for printing errors, sold-out products and changes to the product range. The prices are only valid in Denmark, excluding the Faroe Islands and Greenland.

The Company reserves the right to change the price if, following the Company's final offer or acceptance, but before the time of payment, documented new or increased costs are incurred as a consequence of changes in customs duties, taxes, charges, exchange rates, documented price changes relating to raw materials and packaging, etc. to the extent that such additional costs can be attributed to the agreed delivery.

The Company reserves the right to change the current price at the current month + 1 month's notice.

4. Terms of payment

Unless otherwise agreed, terms of payment are 14 days net from the invoice date.

If the purchase price is not paid on time, interest on overdue payments of 2% per month or part thereof will be calculated on the amount outstanding from the due date.

Payment of interest on overdue payments does not prevent the Company from claiming compensation for any additional loss that the Customer may incur due to the customer's breach of the payment obligation. If payment is not made by the due date, this may cause debt collection costs to be incurred, which are charged to the customer.

The Company is entitled to charge the customer the actual debt collection costs that the Company may incur in the event of non-payment.

The customer is not entitled to offset or withhold any part of the purchase price as security for any possible counterclaims concerning other deliveries or alleged defects. Such withholding/offsetting shall be considered to be a material breach of the parties' agreements.

The Company always has the right to amend the agreed terms of payment if the customer's ability to pay is impaired after the agreement has been concluded, including stopping deliveries to the customer or demanding payment in advance or other appropriate security.

5. Delivery

Unless otherwise agreed, delivery is the time when the product arrives at the customer's premises.

The products will be delivered to the agreed delivery address.

If delivery is to be made to the customer's warehouse, an area corresponding to the quantity of products/pallets received must be prepared and cleared. The products are considered to have been delivered and the risk thus transferred to the customer when they are made available to the customer at the agreed delivery address, regardless of whether the customer or its personnel are present. The customer is obliged to ensure that access routes are cleared of ice and snow.

All orders must take the form of whole pallets and consist of at least eight pallets. Unless otherwise agreed in advance, these are delivered free to the customer's address. For orders of less than eight pallets, the customer pays a delivery charge of DKK 970.

The delivery time quoted is approximate and non-binding.

Delivery takes place ex works (Incoterms 2020).

The delivery times are stated with a reservation for possible subcontractor delays. If the Company becomes aware that there will be a subcontractor delay or considers this to be likely, the Purchaser will be notified immediately with information about the expected new delivery time.

If the Company expects a delay in delivery, the Company will inform the Customer of this and at the same time give the reason for the delay and a new expected delivery time.

Under no circumstances can the Company be held liable for the Purchaser's indirect losses of any kind as a consequence of delayed or lack of delivery. Furthermore, the Company may only be held liable for direct losses in the event of a material breach of the agreement on the part of the Company, provided that the Purchaser can prove that a loss has been suffered as a consequence of the delay.

6. Quantity deviations

When ordering products stated in units, the delivery is always considered to have taken place on time if the actual quantity delivered does not deviate from the quantity stated by more than +/-10%.

7. Packaging

The Company shall keep records of all transport equipment used in connection with the delivery of goods to the customer, or temporarily made available to the customer. Transport equipment means, for example, Euro pallets from the Company, etc. The Company owns the transport equipment, and the customer is obliged to take due care of this so that it is not damaged. Transport equipment must be returned upon request or if the customer ceases to trade with the Company. In the event of a failure to return or damage to the packaging, the Company is entitled to demand payment for the packaging.

8. Defects and complaints

Upon delivery, the customer must immediately conduct an inspection of the goods received from the Company.

If the customer wishes to claim a defect, the customer must, immediately after the defect has been or should have been discovered, notify the Company of this in writing and state the nature of the defect. If the customer has discovered or should have discovered the defect and does not make a complaint as stated, the customer may not subsequently claim the defect.

At the Company's discretion, defects in the goods sold will be remedied or replaced at the Company's expense within a reasonable time. This also applies in connection with complaints about possible differences in quantity.

If the customer has not invoked the defect to the Company within 24 hours of delivery, the Customer may not subsequently claim the defect.

Once the customer has submitted a claim about the goods delivered, the customer is not entitled to make use of the goods, including returning them to the Company without the Company's written approval.

9. Limitation of liability

The Company's liability for defects is only limited to a new delivery. A new delivery must take place within a reasonable time. If this does not happen, the customer is entitled to cancel the transaction.

The Company cannot be held liable for any operating losses, loss of profits or other indirect losses incurred by the customer. Under all circumstances, the Company's liability for damages can never exceed the invoice amount excl. VAT for the delivery in question.

The Company must notify the customer in writing as soon as possible in the event of force majeure or other circumstances beyond the control of the Company.

10. Product liability

The Company is not liable for damage to immovable property or fixtures and fittings if the product delivered causes such damage. If the product delivered causes personal injury, the Company is only liable if it can be proven that the injury was caused by errors or negligence on the part of the Company. The Company cannot be held liable for any operating losses, loss of profits or other indirect losses incurred by the customer. As far as possible, the Company waives its liability for injury caused by a defective product.

11. Return of goods

A product can be returned to the Company, if the customer decides to reject it in the inspection of goods received due to an error in the delivery.

Goods are only accepted in return by prior agreement.

Returned goods must be returned in their original, unbroken packaging. The Company reserves the right, in the event of an unjustified rejection of the goods, to claim transport costs in connection therewith to be reimbursed by the Customer and/or offset against any claims made by the customer against the Company.

12. Force majeure

The following circumstances exempt the Company from liability, if they prevent the fulfilment of the agreement or make fulfilment unreasonably burdensome:

labour conflict (irrespective of the cause of the conflict), and any other circumstance that should not or could not have been foreseen by the parties at the time of concluding the contract, fire, state of war, state intervention, terrorism, public restrictions, import or export bans, pandemic, natural disasters, including, but not limited to, earthquakes, storm floods, extensive floods, water spouts, volcanic eruptions, fire, goods shortages, defects or delays in deliveries from subcontractors due to the circumstances mentioned herein, lack of means of transport or similar conditions.

13. Other obstacles to delivery

Corresponding rules to force majeure apply to other obstacles to delivery, such as errors made by the Company's employees or third parties, e.g. subcontractors, lack of means of transport, goods shortages, if the goods are in back orders, errors by the freight forwarder or forwarding agent, and non-delivery from the company's subcontractors. If deliveries are delayed in other instances, the customer is only entitled to compensation in cases where a special agreement to this effect has been concluded in writing.

14. Ownership

Goods and services remain the property of the Company until the full invoice amount has been paid with the addition of costs incurred. If the customer suspends payments or if the customer enters into bankruptcy proceedings, the Company is also entitled to demand delivery of the goods purchased.

In the event of conversion or processing of the goods sold, right of ownership is maintained to the effect that it comprises the goods sold to an extent equivalent to the value represented by the goods sold at the time of sale.

15. Assignment of rights and obligations

The Company is entitled to transfer all rights and obligations under the agreement, in full or in part, to a third party.

16. Processing of personal data

The Company processes data about the customer for the purpose of fulfilling the contract concluded and on the basis of Art. 6(1)(b) GDPR. In the event that the Company has to replace the supplier with another supplier, the Company may disclose personal data in the form of contact data for the customer to the new supplier. Reference is also made to the Company's external privacy policy on the website.

17. Legal venue, jurisdiction, disputes.

Any agreement with the Company is subject to Danish law with regard to validity, fulfilment and interpretation. Any disputes arising in connection with an offer, a quotation or an order confirmation issued by the Company or in connection with the delivery of the goods to the purchaser, including, but not

limited to, disputes concerning the interpretation of these Terms and Conditions, shall be decided in accordance with Danish law.

Any disputes shall be decided by the Maritime and Commercial Court in Copenhagen.

Notwithstanding the above, the Company is entitled at any time to bring legal proceedings against the purchaser in the country in which the purchaser's registered office is located.