

## TERMS OF SALE AND DELIVERY FOR BEWI CELLPACK A/S

### **1 Quotation and order confirmation**

- 1.1. Unless otherwise agreed, the quotation applies for 3 months from the date of quotation.
- 1.2. Orders are not accepted until written order confirmation from BEWI Cellpack A/S exists.
- 1.3. If BEWI Cellpack A/S' order confirmation is inconsistent with the buyer's order, buyer must object not later than 3 days after the receipt of the order confirmation. Otherwise, the buyer will be bound by the content of the order confirmation.

### **2 Price and terms of payment**

- 2.1. Price, quotation, order confirmation and contract are exclusive of value added tax (VAT) and any public duties.
- 2.2. Payment is at delivery (cash on delivery), unless otherwise stated in the order confirmation.
- 2.3. If the buyer does not pay timely, BEWI Cellpack A/S is entitled to charge a 1.5 % interest for each month or part of a month from the due date. The payment covers ascribed interest in advance.
- 2.4. BEWI Cellpack A/S reserves the right to regulate the accepted prices in case of changes in exchange rates, material prices, production costs, wages, transport charges, duties and regulatory interventions or other conditions beyond BEWI Cellpack A/S' control.

### **3 Retention of title**

- 3.1. The sold remains the property of BEWI Cellpack A/S until all debts are paid for according to agreement.

### **4 Die Cutting / Tool-share**

- 4.1. In case of special solutions, the buyer pays, in addition to the purchase price of the product itself, tool-share for the die cutting tool, used for the production of the product. The die cutting tool remains the property of BEWI Cellpack A/S and is stored in a period of 2 years from the time of the delivery of the latest delivery to the buyer of the product concerned

### **5 Delivery time**

- 5.1. The delivery time is specified in the order confirmation. In case delay in delivery is due to an event stated in clause 9 or buyer's acts or omissions, the delivery time is extended similarly.
- 5.2. In case of delay, the buyer must immediately object in writing. Otherwise, the buyer will lose any remedy for breach on account of the delay.
- 5.3. BEWI Cellpack A/S undertakes no responsibility for the delay in case of events stated in clause 9. In addition, BEWI Cellpack A/S can at no point be held liable for business interruption, loss of earnings or other indirect losses. In all events, BEWI Cellpack A/S' liability for damages can never exceed the price on the invoice exclusive of VAT for the part of the delivery which is delayed.

### **6 Place of delivery**

- 6.1. BEWI Cellpack A/S delivers as stated in the quotation/order confirmation. On delivery ex works, the risk of the goods is transferred to the buyer, when the goods have crossed the edge of the vehicle. On carriage-free delivery, the risk of the goods is transferred to the buyer when the goods have crossed the edge of the vehicle during offloading.

### **7 Product changes**

- 7.1. BEWI Cellpack A/S reserves the right to make changes to its products without prior notice, when this will not have any significant impact on quality, performance or appearance. This also applies to products already ordered.

### **8 Product liability**

- 8.1. The buyer shall indemnify BEWI Cellpack A/S to the extent that BEWI Cellpack A/S is imposed liability to a third party for such damage or such loss which BEWI Cellpack A/S according to clause 8.2.-8.4 cannot be held liable for from the buyer.

- 8.2. BEWI Cellpack A/S cannot be held liable for personal injury unless the buyer can provide evidence that the injury is caused by acts or omissions committed by BEWI Cellpack A/S.
- 8.3. BEWI Cellpack A/S cannot be held liable for damage to property or chattels. BEWI Cellpack A/S cannot be held liable either for damage to products which are made by the buyer or products in which these are included.
- 8.4. BEWI Cellpack A/S cannot at any point be held liable for business interruption, loss of earnings or other indirect losses. In all events, BEWI Cellpack A/S' liability for damages can never exceed the price on the invoice exclusive of VAT. If a third party makes demands on one of the parties under clause 8, this party shall notify the other of this.

## 9. Defects and complaints

- 9.1. The buyer must immediately on receipt of the goods inspect the delivery to ensure that it is intact and in accordance with the agreed.
- 9.2. BEWI Cellpack A/S must receive any complaints not later than 10 days after the arrival of the goods. The complaint must be in writing, and it must be specified in the complaint which non-conformity is given notice of. Otherwise the buyer loses any remedy for breach in consequence of the defect. Complaints do not exempt the buyer from compliance with the terms of payment.
- 9.3. If the delivered is defective, BEWI Cellpack A/S is entitled to remedy the defect with repair or replacement within 30 days of receipt of the written complaint. If the defect is remedied, the buyer cannot make a claim based on defect or claim damages.
- 9.4. BEWI Cellpack A/S cannot at any point be held liable for business interruption, loss of earnings or other indirect losses. BEWI Cellpack A/S' liability for damages can never exceed the price on the invoice exclusive of VAT for the defective goods. In addition, BEWI Cellpack A/S is not at any point obliged to pay any costs for dismounting and remounting of defective goods, just as the buyer's costs of manifestation of defects are of no concern to BEWI Cellpack A/S.
- 9.5. Particularly applicable for our panels called RePa-Board®. RePa-Board® panels are made of paper which is an organic material. RePa-Board® is mechanical produced, which means that there may be dust both on and in the panels and that irregularities may occur in the surface

## 10. Exemption from liability

- 10.1. BEWI Cellpack A/S is entitled, by written notice to buyer, to cancel an agreement when performance as agreed within reasonable time has been made impracticable to BEWI Cellpack A/S due to war, strike, lockout, work stoppage or similar political circumstances, lack in means of transport, including due to frost or accidents, failing power supply and thus equal difficulties with production or other force majeure which BEWI Cellpack A/S is unable to control. The same applies to delays or defects in deliveries from subcontractors. BEWI Cellpack A/S assumes no liability for damages to the buyer in the above-mentioned situations.
- 10.2. The buyer indemnifies BEWI Cellpack A/S in every sense from any claims from a third party which the buyer according to these terms of sale and delivery would not be able to submit to BEWI Cellpack A/S.
- 10.3. BEWI Cellpack A/S makes reservations about any misleading information given in brochures, instructions, drafts, technical data and other specifications as well as oral technical service. The buyer cannot in any relation rely on the above-mentioned material as this information is solely guiding and not binding to BEWI Cellpack A/S.

## 11. Governing law and jurisdiction

- 11.1. Disagreements on account of this agreement and to this ensuing provisions shall be settled according to Danish law by the Danish ordinary courts at BEWI Cellpack A/S' registered office for the time being.
- 11.2. If a provision in these terms of sale and delivery cannot be maintained, the validity of all the other provisions will not be affected by this.
- 11.3. The buyer's possible terms of purchase are not binding to BEWI Cellpack A/S.

Thorsø, Denmark, 2.th October 2021.