

GENERAL CONDITIONS OF SALE AND DELIVERY

The term "KASTRUP" means KASTRUP A/S (Mosebyvej 40, 7500 Holstebro, Denmark).

The term "buyer" means the person, firm or company whose order is accepted by KASTRUP.

The term "goods" shall be the item and/or service supplied by KASTRUP in accordance with the agreed order.

1. Quotations and orders

Unless the quotation stipulates otherwise, KASTRUPs quotation shall remain valid for 30 days as from the date of the quotation. Delivery dates referred to in the quotation are for guidance only and upon receipt of an acceptable order KASTRUP will agree with the buyer a mutually acceptable delivery schedule. Amendments after acceptance of the order will not be acceptable without adjustment to the price.

Separate prices shall apply for deliveries which include supplementary services. KASTRUP shall be entitled to demand separate payment for supplementary services requested in connection with the delivery, e.g. time specific delivery, warehouse rent, packaging plan etc., according to KASTRUPs price list applying at any given time.

The price of goods shall be the price quoted by KASTRUP on the order confirmation. The price shall be exclusive of value added tax, import duties and all delivery charges, unless otherwise stated in the order confirmation. The buyer is responsible for full payment of the order price, including any changes to the order price as provided for under these conditions.

The order confirmation constitutes a binding offer by the buyer to purchase from KASTRUP goods in accordance with these conditions. In the event of any cancellation of the order by the buyer, the buyer shall be liable for the full price of the goods including any applicable storage fees.

2. Measuring

In case KASTRUP assists a buyer with measuring and the like, this assistance shall only be considered a service whereby KASTRUP incurs no liability.

3. Specifications

It is the responsibility of the buyer to provide any necessary specifications, drawings, designs and other information necessary for the production of the goods in sufficient time to enable KASTRUP to meet any agreed delivery date. A delay occurring in the provision of such information may lead to a delay in delivery. The buyer hereby indemnifies KASTRUP in full against costs, expenses or damages arising from such delay. The buyer shall be responsible for ensuring that any specifications, drawings, designs and the like are correct and sufficient for the buyer's purpose. The buyer will also indemnify KASTRUP against any claims, loss, damage and expenses awarded against KASTRUP for breach or infringement of any copyright, trademark or intellectual property rights of any third party arising from the manufacture of the goods as a result of the specifications, drawings or designs supplied by the buyer.

It is the responsibility of the buyer that the goods are appropriate for any particular application, and comply with relevant local and national legislation, standards, codes of practice and other statutory requirements.

Any samples, drawings, descriptive matter or advertising produced by KASTRUP and any descriptions or illustrations contained in KASTRUPs catalogues or website are produced for the sole purpose of giving an approximate idea of the goods referred to in them. They shall not form part of the order nor have any contractual force.

4. Delivery

Delivery shall be effected to the business address of the buyer or, by agreement, to a designated building site. Delivery shall be "Delivered at Place", or DAP, at which point KASTRUP delivers the goods at a named destination, specified by the buyer, although the unloading of the goods is the responsibility of the buyer. The buyer is also required to sort out duties and taxes, as well as clearing the goods through customs.

At the time of delivery, it is the responsibility of the buyer to check that the correct number of units has been supplied and that the goods are complete and undamaged. If this is not the case, it is the buyer's responsibility to notify KASTRUP in writing and by marking the carrier's receipt with details of any damage or defects. If the buyer does not raise objections in immediate connection with the delivery, claims concerning shortages or damage in transit cannot be made at a later date.

The buyer shall be responsible for providing suitable access for delivery vehicles and for off-loading and storing goods upon delivery all being within a reasonable amount of time and during normal working hours. KASTRUP standard delivery is on a lorry with a 40-45ft curtain sided trailer without tail-lift with the goods packed on pallets and wrapped in plastic, ready for forklift offload.

Before fitting the units, the buyer shall be obliged to ensure that the goods delivered meet the contract terms generally. Failure to conduct quality control and/or failure to lodge complaints will lead to the buyer losing his right to complain.

Any dates or times for delivery of goods are approximate only. KASTRUP shall use reasonable endeavours to meet such dates or times but as long as it uses its reasonable endeavours KASTRUP shall not be liable to the buyer in contract, tort, negligence or otherwise for any loss or damage whatsoever resulting from any late delivery of goods and services.

If the delivery date is exceeded substantially and the delay causes considerable inconvenience to the buyer, the buyer shall be entitled to request delivery from KASTRUP in writing and at the same time stipulate a final delivery date. This date must be reasonable in view of the delay already occurred.

If, hereafter, KASTRUP omits to take all the necessary measures to ensure delivery by the then fixed date, the buyer shall be entitled to request to cancel the order by written notice to KASTRUP. However, the buyer cannot cancel the order in cases where the delay is due to circumstances mentioned in point 9. and 10.

5. Claimant's default

If the buyer's circumstances cause a deferment of delivery compared to the agreed delivery date, KASTRUP shall be entitled to issue its invoice as if delivery had been effected at the agreed time. In such cases the risk of loss or damage to the goods shall pass to the buyer at the originally agreed time of delivery.

In case of such deferment of delivery the buyer shall be obliged to pay to KASTRUP a reasonable warehouse rent.

6. Payment

The terms of payment will appear from KASTRUP's order confirmation. If the buyer does not meet the payment terms, interest shall be payable from the due date at the rate stipulated in the Danish Act on Interest.

If deliveries are to be staggered, KASTRUP shall be entitled to withhold a delivery if the buyer has defaulted on payment of one or more previous deliveries.

7. Warranty

KASTRUP warrants that the goods will comply in all material respects with their specifications and be free from defects in materials and workmanship for the period stated in KASTRUP warranty – see www.kastrupwindows.com.

If a delivery proves defective the buyer may only claim the following remedies for breach of contract in the order stated.

- a. KASTRUP shall remedy defects at no cost to buyer,
- b. If the defects cannot be made remedied, KASTRUP shall supply replacement goods,
- c. If KASTRUP does not remedy defects or supply replacement goods within a reasonable time, the buyer may instead cancel the order for that part of the delivery which is defective. The buyer shall not be entitled to cancel the order for previous or future deliveries.

KASTRUP shall be under no liability to the buyer for any loss of profit, loss of business, loss of revenue, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, depletion of goodwill or any costs, legal expenses or any other expenses or for any indirect or consequential loss or damage whatsoever resulting from defective material, faulty workmanship, late delivery, withdrawal of credit approval or otherwise and whether caused or not by the negligence of KASTRUP, its employees or agents. In no circumstances shall KASTRUP's liability to the buyer for any breach of the order exceed the price paid for the goods with respect to which the claim is made.

KASTRUP will not accept any responsibility whatsoever for loss or damage to the goods while in transit if carried by a carrier nominated or requested by the buyer or by a carrier who is a servant or agent of the buyer.

8. Title

Until KASTRUP has been paid in full for the goods supplied to the buyer KASTRUP shall retain legal and beneficial title in the goods. The ownership of the goods will only pass to the buyer when he has met all that is owing to KASTRUP no matter on what grounds. Until the date of payment of what the buyer owes KASTRUP the buyer shall keep the goods in question for KASTRUP separately and in such a way that they are clearly the property of KASTRUP and can be recognised as such until payment has been made in full. If KASTRUP so desires, they shall be allowed to enter on the site and dismantle and remove goods supplied pursuant to the contract and the buyer hereby grants to KASTRUP an irrevocable licence to enter upon the site for this purpose.

9. UK Exit from EU

If, in the event of Brexit and arising out of Brexit, there is an increased amount of customs handling and/or other border

control requirements to fulfil which may in turn cause a delay to KASTRUP's performance, then KASTRUP reserves the right to extend the time for performance by an identical number of calendar days without incurring any liability. Additionally, if as a result of Brexit, KASTRUP incurs any increased costs (such as customs duties, import VAT and other charges or duties) in regard to KASTRUP's performance, then KASTRUP shall have the right to increase the order price by an amount equal to such substantiated increased costs. KASTRUP shall inform the buyer as soon as it becomes aware of the likelihood of any threatened delay or increased costs. The buyer agrees that KASTRUP shall not be liable to the buyer or be deemed to be in breach of the order by reason of any delay in performance or increased costs due to Brexit.

10. Force majeure

Without prejudice to the above, KASTRUP shall never be responsible for any loss due to external forces which KASTRUP is not responsible for, for circumstances beyond its control, including but not limited to war, strikes, import restrictions, lockouts, epidemics, shortage or unavailability of stock or manpower and unusual natural phenomena.

11. Termination

If the buyer does not pay KASTRUP any amounts due under the order or is otherwise in breach of any of the terms of this conditions then KASTRUP may serve a notice on the buyer specifying such failure or breach and requiring it to be remedied and if the buyer fails to remedy the same within 7 days then the contract will be terminated forthwith.

If the buyer makes any arrangement with its creditors or being individual or firm commits any act of bankruptcy or goes into liquidation or has a receiver appointed, then KASTRUP might upon the giving of a notice terminate the contract forthwith.

Upon termination of the contract the buyer shall pay to KASTRUP the total amount properly due them for goods already supplied and for goods being manufactured up to the date of termination. Such payment shall not prejudice KASTRUP's right to sue for and recover damages and/or loss and expense to which KASTRUP may additionally be entitled.

12. Intellectual Property Rights

All Intellectual Property Rights in and to the products, and in a KASTRUP design or any drawings, technical data, reports, documents, designs and information whatsoever which KASTRUP submits to the buyer in connection with the order, shall belong to KASTRUP and must not be copied or shown to any third party without the prior written consent of KASTRUP.

13. Dispute resolution

Disputes shall be finally settled by the Danish Building and Construction Arbitration Board, cf. the General Conditions for the Provision of Works and Supplies within Building and Engineering of 2018 (AB18), section 69. Disputes concerning the above claims shall be heard by the Danish Court.