

# Dansk Gummi Industri A/S – Terms of sale and delivery

## 1. Scope and order of precedence

- 1.1 These terms of sale and delivery (hereinafter these "Terms") apply to all offers, sales and supplies of products made as well as to agreements (hereinafter "Contracts") concluded by Dansk Gummi Industri A/S, business reg. no. 35405909 (hereinafter "Dansk Gummi Industri") to/with any business customer (hereinafter the "Buyer").
- 1.2 Orgalime General Conditions for the Manufacture and Supply of Specially Designed Components – SC 06 (in Danish: Orgalime Almindelige betingelser for fremstilling og levering af specialdesignede komponenter – SC 06) (hereinafter "Orgalime SC 06"), which are attached to these Terms, form an integral part of these Terms, except for Appendices 1 and 2 of Orgalime SC 06. In the event of any discrepancy between the original English version of Orgalime SC 06 and the Danish translation, the original English version takes precedence. In the event of any discrepancy or inconsistency between the provisions of Orgalime SC 06 and these Terms, these Terms take precedence.
- 1.3 These Terms, including Orgalime SC 06, take precedence over any conflicting provisions of the Buyer, e.g. in the Buyer's order, acceptance and/or the Buyer's general terms of purchase, etc., also in cases where Dansk Gummi Industri does not object to such conflicting provisions.

## 2. Drawings, moulds and tools

- 2.1 Dansk Gummi Industri is the owner of all intellectual property rights and has title to drawings, moulds and tools, including all copyrights, design rights and product rights, developed and created by Dansk Gummi Industri for manufacture of the products.
- 2.2 Dansk Gummi Industri has title to drawings, moulds and/or tools developed and made for the manufacture of products to the Buyer. The Buyer is only entitled to buy from Dansk Gummi Industri a right of use of a drawing, mould and/or tool.
- 2.3 Dansk Gummi Industri may not use drawings, moulds and/tools developed and made for manufacture of products to the Buyer for any other customers without the Buyer's consent while the Buyer places orders with Dansk Gummi Industri. Notwithstanding clause 8 of Orgalime SC 06, this limitation of Dansk Gummi Industri's use only applies up to six (6) months after the Buyer's last order for the specific product. Thereafter Dansk Gummi Industri is free to use such drawings, moulds and tools.
- 2.4 The Buyer is obliged to insure moulds and tools which belong to the Buyer, but which are kept by Dansk Gummi Industri for Dansk Gummi Industri's manufacture of products for the Buyer.
- 2.5 To protect the knowhow related to manufacture and design of drawings, moulds and tools, Dansk Gummi Industri is not obliged to hand over drawings, moulds and tools to the Buyer unless they belong to the Buyer.
- 2.6 Dansk Gummi Industri handles the maintenance of moulds and tools used for manufacture of products for the Buyer for the Buyer's account.

## 3. Terms of payment

- 3.1 Dansk Gummi Industri's terms of payment are net eight (8) days from delivery.
- 3.2 If payment is made after the due date, Dansk Gummi Industri is entitled to charge interest on the debt outstanding at any time from the due date at the rate of 1.8% per commenced month.
- 3.3 An environmental fee will be added to all invoices.
- 3.4 The Buyer is not entitled to withhold payments or set off counterclaims against Dansk Gummi Industri's claim for payment unless the Buyer's counterclaim has been acknowledged in writing by Dansk Gummi Industri or has been established by a final decision/judgment/settlement. Thus, notices of defects in the products do not entitle the Buyer to withhold payment for products already delivered. In that event, the Buyer's withholding of payment/set-off constitutes material breach of the Contract.

## 4. Product liability

- 4.1 Clause 48 of Orgalime SC 06 does not apply. Instead Dansk Gummi Industri's product liability is regulated by the provisions set out below.
- 4.2 Dansk Gummi Industri's product liability is governed by the Danish rules on product liability with the limitations specified in this paragraph 4.
- 4.3 **Dansk Gummi Industri's liability is in all circumstances limited to direct loss. Dansk Gummi Industri is in no circumstances liable for business interruption loss, loss of profit, loss of utility value, loss of business opportunities, loss of savings, or indirect loss or consequential damage in connection with product liability.**
- 4.4 **Dansk Gummi Industri's total product liability to the Buyer is limited to DKK 10 mill. per calendar year.**
- 4.5 If product liability to third party should be imposed on Dansk Gummi Industri, the Buyer is obliged to indemnify Dansk Gummi Industri to the same extent as Dansk Gummi Industri's liability is limited according to these Terms. The limitations of Dansk Gummi Industri's liability do not apply if Dansk Gummi Industri's product liability is attributable to gross negligence or intent.
- 4.6 If third party sets up a damages for product liability claim against one of the parties, such party must notify the other party thereof without delay. The relationship between the Buyer and Dansk Gummi Industri must in all circumstances - also with respect to dispute resolution - be determined in accordance with the terms of the Contract, including these Terms.

## 5. Limitation of liability

- 5.1 **Dansk Gummi Industri is in no circumstances liable for business interruption loss, loss of profit, loss of utility value, loss of business opportunities, loss of savings, or indirect loss or consequential damage.**

## 6. Governing law and dispute resolution

- 6.1 These Terms and all Contracts between the Buyer and Dansk Gummi Industri are governed by Danish law.
- 6.2 If the Buyer is resident in the EU or in Norway, any dispute between the Buyer and Dansk Gummi Industri will be settled by the Court in Kolding. If the Buyer is resident outside the EU or Norway, any dispute arising out of or in connection with these Terms or the parties' Contracts, including disputes regarding the existence or validity of these Terms or the parties' Contracts, will be settled by arbitration by the Danish Institute of Arbitration in Copenhagen, Denmark, according to the rules on arbitration of the Danish Institute of Arbitration in force at the time of commencement of the arbitration proceedings. The language to be used during the arbitration proceedings is English.

Valid from 1 April 2020