

Terms and conditions TreeTops Trading A/S

1. In general

Unless anything else is agreed upon, the following general sales – and delivery terms (from here on “Terms”) will take effect in regard to all sales and deliveries from TreeTops Trading A/S, CVR(vat) nr. 33749368, Bavnevej 32, 6580 Vamdrup (from here on “the seller”) to a/the Buyer. Any general terms related to the purchase, presented by the buyer, even if they are a part of the Buyers salesdokuments, including acceptance will not be taken into consideration. No matter when they are presented.

2. Offers, orders and accept

Any written offers made by the seller, not including a specific last date of acceptance, will be considered not accepted if the buyer have not accepted the offer within 30 days from the day of the offer. Non written offers require immediate acceptance. Sellers offer shall not be restricted by the buyer in any way. All offers are based on the information buyer has provided the seller before sending the offer, any changes made after the buyer has received the offer will be regarded as late and result in a new offer, with the possibilities of price changes. An order confirmation only includes what is written on the official confirmation document. Any changes made in agreement between seller and buyer is only accepted when a new order confirmation has been received by the buyer. Any structural or design changes made by the Seller in regard to customized products will be invoiced separately on the basis of the hours spend on the project. Any offer or order confirmation can be subject to Sellers demand for security for buyers payment. Should the Buyer neglect to fulfill, the Seller can choose to terminate the offer or Order, without any notice.

3. Prices

All prices are in DKK or Euro excl. vat, freight, customs, taxes or other forms of fees. In case of price changes regarding the products offered or in regard to deliveries, and the prices are a result of higher purchase prices due to higher cost on raw materials, exchange rates, freight customs, taxes, fees and like for the Seller. The Seller is allowed to change the price on the offered products or on the agreed prices. The Sellers right remains even if prices are a product of an already agreed upon pricelist. For all deliveries based on Selles pricelist, the buyer accept that the invoiced price will be in accordance with the actual pricelist of the time of delivery.

4. Payment

Upon Buyers accept of an order, the Buyer will be obligated to pay the agreed amount, before delivery can take place. In cases where Seller and Buyer have agreed on other payment terms, these terms will be used. In cases where one order contains several deliveries, the Buyer shall pay pr. delivery. The Buyer shall be obligated to acknowledge the Sellers needs regarding production time, sourcing, administration and shipment I regard to the following delivery. Standard payment term is 14 days net if nothing else have been agreed in writing. If payment is Late the Buyer will be charged 2% pr. month – counting the due date. Payment by set-off cannot take place if the counterclaim is disputed. Buyer's lack of payment I accordance with the agreed payment term will be substantial negligence, and gives the Seller the right to stop all future deliveries in addition to stop all credits immediately.

5. Cancelation and Changes of orders

The Buyer has no right to cancel any orders made on special goods or products.

If the Seller accepts a cancelation of one or more orders on Standard products the Buyer shall pay all the Sellers documented cost concerning the cancelation. In addition to the Buyer's obligation to pay for cost, the Seller shall be reimbursed for any loos of profit, with a minimum of 20% of the order value. This for both full and partly cancelations.

6. Product information and changes

Work is done in accordance with Buyer's project information material, descriptions including drawings to be used in regard to the project. Seller shall not be held responsible for any flaws or/and defects related to the use of the delivered/produced products. The Seller carries out the work in a professional and competent fashion, but shall not be held responsible for any certain result or specific use in regard to the job/the service provided regarding the actual use of the product. The service is provided in accordance with the Buyer's order and/or other information/material provided by the Buyer. The Seller takes no responsibility errors or defects which is caused by information received from the Buyer. Drawings, specifications and like which has been provided by the Buyer pre or post order, shall remain property of the Buyer. However, any form of knowhow obtained by the Seller in the process of production or like, shall belong to the Seller. The Seller are free to use obtain knowhow in relations to other customers. In cases of special production that is made special for the Buyer, production cannot begin before written approval of drawings. The Buyer holds the responsibility of the products produced by the Seller can be applicated by the Buyer. Information i drawings and product information from the Seller can only be considered binding if the Seller specifies them as so. The Seller shall have the right to make changes in product specifications without consent if the changes give no disadvantage for the Buyer. Drawings, specifications and like provided by the Seller before the point of order shall remain property of the Seller and cannot be shared to any third party without the Sellers written approval.

7. Delivery and transportation

All shipments are conditional on the unloading point being accessible by road. The buyer is responsible for immediate unloading, and any waiting time is at the buyer's expense. Notwithstanding the above, the seller is not responsible for any items that are damaged or lost if delivery takes place via a timber dealer or timber dealer.

8. Delivery Time

The delivery time is determined by the Seller at best estimate in accordance with the circumstances that existed, at the time the offer was made and / or the conclusion of the agreement. In cases where delivery time has been agreed, delivery is up to 1 week before or week after the specified delivery time in all respects to be considered timely delivery. On stocked goods, the delivery time is usually approx. 7 days from order, while the delivery time for specially produced goods is approx. 90 days from order. Seller must without undue delay notify Buyer of changes in delivery time. To the extent that a binding and sanctioning delivery deadline has been agreed in writing, the Buyer's any claim for compensation in the event of delay may in no case exceed a maximum of 20% of the price for the delayed products. Buyer may not claim compensation for delay to cover Buyer's operating loss, profit loss, daily fines or other indirect loss.

9. Deficiencies and complaints

There is a 2-year right to make a complaint about all goods, I accordance with The Danish Purchase law. Upon delivery, the Buyer must immediately, and no later than within 3 working days of receipt of the goods, make such an examination of the goods sold as proper business use requires.

If the Buyer wants to invoke a defect, the Buyer must immediately and no later than 7 days after the defect is or should have been discovered give the Seller written notice thereof stating what the defect consists of. The notification must contain a description of how the defect manifests itself. If there is reason to believe that the defect may entail a risk of injury, such notice must be given immediately. If the buyer has or should have discovered the defect, and the Buyer does not complain as stated, the buyer can not later claim the defect. If deficiencies in the Seller's delivery are found in relation to what has been confirmed, the Seller's liability for defects applies for a period of 24 months from the time of delivery. For parts of the delivery that have been replaced, the Seller assumes the same obligations that apply to the original delivery, including the end of the complaint period from the time of delivery for the original delivery.

The seller's liability for defects has the following extent:

- Within the period mentioned above, the Seller undertakes to remedy any defects in the delivered goods by crediting the purchase price, or re-delivery of defect-free products of the Seller's choice.
- Seller's obligation to remedy deficiencies is conditional on the Buyer documenting that the delivered item is defective and documenting that the delivery has been stored, maintained and installed correctly and in accordance with the installation instructions delivered by Seller.
- Buyer is obliged to ensure that underlying materials such as scattering and similar minimum have the same service life as the products supplied by Seller.
- Seller's obligations only include re-delivery of new materials. All other costs associated with a defect that has occurred, including transportation, as well as costs of disclosure or making available defective parts, replacement and repair of the defective materials and interventions in other building parts are the Seller's responsibility. The buyer also bears all costs for disassembly, return, shipping, or destruction of defective parts and reassembly.
- The seller's liability only covers defects that arise under the conditions stipulated in the agreement and during the correct use of the delivery. Seller's liability does not include defects caused by material provided by Buyer, by constructions prescribed / specified by Buyer, by incorrectly performed preparatory work by Buyer and circumstances occurred after takeover, including defects due to inadequate maintenance or improper handling from Buyer's side, repairs that Buyer has performed in an incorrect manner and normal wear and tear and deterioration.
- Seller has no liability for defects other than the above. This applies to any loss that the defect may cause, including operating losses, lost profits and other financial consequential losses.
- In addition to the above, the Seller does not assume any further responsibility for the delivered products, which is why the Buyer can not cancel the purchase, demand a proportionate discount or compensation or withhold the purchase price in whole or in part.
- There is no guarantee of purchased goods or services provided.

10. Property Reservations

Seller reserves the right, with limitations to mandatory legal rules, Property reservations of the goods sold, until the entire purchase price and the costs incurred with the delivery, shipping and insurance of the item sold by Seller on Buyer's behalf have been paid by Buyer or provided the agreed security, and until this has happened, the buyer is not entitled to resell the item for sale or otherwise dispose of the item in a way that is contrary to the Seller's Property reservations of the goods. When transforming or processing the item for sale, without it losing its distinctiveness or identity, the Property reservations of the goods is maintained so that it includes the transformed or processed item for the value the item sold without conversion or processing. When the Buyer has paid or provided agreed security for all amounts due, and the ownership of the item for sale has been transferred to the Buyer, the Seller must, at the request of the Buyer, confirm this.

11. Limitation of liability

For claims relating to the Seller's fulfillment or non-fulfillment of its obligations, the Buyer is entitled to compensation for direct losses with the following limitations: The seller's liability is limited to direct damages / losses, and is - regardless of the cause and regardless of the nature of the claim - limited to the amount invoiced for the service that caused the damage / loss or is the cause of or directly related to the claim. The Seller is in no way liable to the Buyer for lost profits, lost savings or other indirect losses or consequential damages due to the use of the sold or inability to use this, regardless of whether the Seller has been informed of such claims.

12. Force majeure

The Seller is not liable to the Buyer for losses arising from circumstances of an unusual nature and which prevent, hinder or increase the cost of performance of the agreement, if these occur after the offer is made and are beyond the Seller's control, including: Labor disputes (strikes and lockouts), fires, war, insurgency, internal unrest, weather and natural disasters, currency restrictions, public seizure, import or export bans, disruption of public transport, including energy supply, significant price and / or tax increases, currency fluctuations, production and delivery difficulties, delays in deliveries to suppliers or other matters not attributable to Seller.

13. Product liability

The Seller is liable for product liability and / or the Seller is liable in accordance with the provisions of Danish law on product liability, and the Seller can not be held liable on any other basis. Seller's liability is limited to a total of DKK 5,000,000 for all product damages and / or product liability per. calendar year. Series injuries, ie. damages on various items, but with the same cause of damage is considered as one damage and the Seller's liability for this is limited to a total of DKK 5,000,000 per. year for all product damage and / or product liability per. calendar year. The Seller is not liable for damage caused by the delivered goods after the takeover not estate or movables, which occurs while the delivery is in the Buyer's possession. Seller is only liable for personal injury if it is proven that the damage is due to error or negligence committed by Seller. The Buyer shall indemnify the Seller to the extent that the Seller is imposed liability, or a claim for compensation against third parties for such damage and such loss, for which the Seller, cf. the above, is not liable to the Buyer, or which exceeds the stipulated amount limit. In no case is the Seller liable for operating losses, profit losses or other indirect losses. If the Seller is sued by a third party in connection with product liability, the Buyer agrees to be able to be sued during the case or sued in the court or arbitral tribunal that hears the case.

14. Disputes, choice of law and venue

Disputes between the parties that cannot be settled amicably must be decided by the Maritime and Commercial Court, or if the Maritime and Commercial Court does not have substantive jurisdiction to hear the case - at the City Court in Kolding using Danish law. However, Danish private international law referring to foreign law and the International Sales Law (CISG) do not apply.