

# TERMS AND CONDITIONS OF SALE AND DELIVERY (B2B) FOR SEBRA INTERIOR APS

Sebra Interior ApS, Sallingsundvej 10, 6715 Esbjerg N, VAT no. 28864663, called Sebra in the following. Sebra's sales- and delivery conditions are valid – and are valid over any other or similar conditions from a customer – for all orders unless exception is explicitly agreed in writing. The sales and delivery conditions can be changed continually and without warning. **The customer verifies that the sales and delivery conditions have been read, fully understood and accepted.**

## 1. CONFIRMATION OF AN ORDER

- 1.1 Final agreement of sale and delivery only exists when the customer has received Sebra's written confirmation of an order and only this is binding.
- 1.2 In the case of unforeseen events or unsatisfactory solidity information about the customer, which arises or becomes apparent after the acceptance of the order, Sebra will without liability be entitled to annul any order or demand a fully covering bank guarantee.
- 1.3 Sebra assumes no responsibility for the content of catalogues, brochures and other information, among this electronic information of any kind from Sebra's suppliers.
- 1.4 Sebra assumes no responsibility for any free verbal or written instruction, measuring, calculations etc. which an employee might offer in connection with the purchase of Sebra's products.

## 2. CANCELLATION AND ALTERATIONS OF ORDERS

- 2.1 After placing an order, the customer has the right to change or cancel it within 8 days, calculated from the date of the order confirmation. This is only valid when the delivery date is later than 8 days after the date of the issue of the order confirmation.
- 2.2 Cancellations or changes of the order by the customer, apart from point 2.1, cannot be accepted unless there is a written agreement accepted by Sebra in every individual case.
- 2.3 In so far as Sebra, in spite of point 2.2, individually approves a cancellation or change, the customer is bound to pay the costs bound to the cancellation or the change for storage and payment of interest, which is accumulated in connection with a postponed delivery date. In the case of complete or partial cancellation the customer is bound to reimburse Sebra's lost profit.

## 3. PRICES

- 3.1 Prices are listed on Sebra's pricelist, which is valid at all times, or on the forwarded order confirmation.
- 3.2 All prices are in DKK/EUR/GBP/SEK/NOK and exclusive of VAT, freight, packaging, taxes and any dispatch fee.
- 3.3 Sebra at all times has the right to change prices on the price lists and for offers, as long as nothing else has been agreed in writing.
- 3.4 Reservations are made for changes in customs and excise duties of any kind, as well as changes in currency, which thus can be added to the prices up to delivery. Sebra must without delay inform the customer of this.

## 4. PAYMENT, CALCULATION OF INTEREST AND DEFAULTS

- 4.1 In so far as the customer has an account with Sebra, the purchase sum is due for payment in accordance with customer's account at Sebra's payment conditions, unless otherwise has been expressly arranged in writing. The purchase sum is due for payment calculated from the date of the invoice even if the conditions of the customer entail that delivery cannot be made as agreed.
- 4.2 In other deals the purchase sum is due for payment at the stated time of delivery, irrespective of whether the conditions of the buyer entail that delivery cannot be made as agreed.
- 4.3 In so far as the customer does not pay at the correct time or the preconditions for the credit agreed are changed significantly, Sebra is entitled to withhold all further deliveries to the customer, regardless of whether there is no mutual connection between the deliveries. Sebra retains the right to cancel the customer's orders in the case of delayed payment or non-payment of the customer's orders, irrespective of the deliveries having no mutual connection.
- 4.4 If payment is received after the last correct payment day, penalty interest with 2% for every commenced month is added. Added penalty interest is due for payment immediately and is paid ahead of all debt in the continual payments.
- 4.5 Sebra is at any time after entering into the agreement entitled to demand adequate security for the punctual payment of the purchase sum, delivery costs and any other costs.
- 4.6 In the case of non-punctual payment Sebra is entitled to hand the case over to a debt-collecting company without warning.
- 4.7 Lack of payment will, after the appointed due date, cause recovery costs to be incurred in addition to what is stipulated in Danish Law announcement no. 601 of 12/7-2002, just as expenses for a lawyer will incur costs, apart from what is established in the announcement.

- 4.8 Any financial loss incurred by Sebra as a result of delayed or non-payment will be fully compensated by the customer.
- 4.9 (Germany & France) Sebra can at all times demand the customer to comply with and use the rules and regulations of the Single Euro Payments Area (SEPA) upon request by and instructions from Sebra to the customer.
- 4.10 (Germany & France) By collecting debts via SEPA, a Direct Debit Pre-notification is sent in the form of a bill 7-10 days before payment is due.

## 5. OWNERSHIP OF GOODS

- 5.1 All goods remain the property of Sebra until payment has been rendered in full. All costs incurred in connection with the enforcement of this retention of title rests with the customer.
- 5.2 For goods sent to Germany, the retention of title must, in so far as is possible, be treated at a German court of law ref point 17.1.

## 6. RETURNED GOODS

- 6.1 Goods are not returnable.
- 6.2 If the case should arise, that in spite of point 6.1, it is agreed that Sebra will take back the goods, the goods must be unused, in impeccable condition and in original and unopened packaging. The goods must be free of dirt etc. Items, which have been specially produced and/or ordered for the customer, can never be returned.
- 6.3 Approved returned items are credited with a deduction of the by Sebra established fee, which covers return costs and Sebras sales costs.

## 7. SAMPLES

- 7.1 Samples only show colour, size and quality in general, which is why Sebra is not responsible for any deviations, unless these commercial deviations are significant and too unpredictable for the customer in comparison to the samples presented.

## 8. GUARANTEE

- 8.1 Sebra gives no independent guarantee on deliveries of goods.

## 9. DELIVERY

- 9.1 Delivery conditions ICC Incoterms 2020 EXW (Business address of Sebra, Denmark), applies, unless any other specific agreement is stated on the order confirmation or the (proforma) invoice or unless the shipment is on-aggregated by section 9.2.
- 9.2 Delivery conditions ICC Incoterms 2020 DAP apply for all orders where freight costs are paid by Sebra.
- 9.3 Deliveries are made from Sebra's stock unless otherwise has been agreed in writing. The delivery time stated on the order confirmation is only intended as a guide, unless otherwise is agreed in writing.
- 9.4 If a fixed delivery time has been agreed, Sebra has the right to extension of time limit in the following cases:
  - 9.5 Force majeure.
  - 9.6 In the case of delays caused by Sebra's suppliers, transporters or third parties.
  - 9.7 Unusual weather conditions.
  - 9.8 Work conflicts, whatever the reason.
  - 9.9 Public orders or bans, which Sebra should not have foreseen at the time of entering into the agreement.
- 9.10 However, Sebra always has the right to postpone the delivery time for fourteen (14) days and must inform the customer as soon as such a postponement is relevant.
- 9.11 If delivery has not been fulfilled within fourteen (14) days from the stated delivery, the delivery can only be considered as being in delay if the customer has given the [business name] a written reminder and delivery has not been performed within seven (7) days from [business name] receipt of the reminder.
- 9.12 Where an agreement has been made for delivery at the customer's address or another place designated by the customer, the goods are delivered as close to the place of usage as a truck can get, following the estimate of the driver, without risk of getting stuck or damaging the vehicle or the surroundings.
- 9.13 The customer is responsible for checking the goods received and supplying adequate manpower for unloading.
- 9.14 In so far as the customer does not meet the requirements listed in point 9.6, Sebra will be entitled to, but not required to, deliver the goods with releasing effect on the site of delivery, irrespective of whether a representative of the customer is present. The risk of destruction or damage of an item is transferred to the customer on delivery. The delivery note or the transporters driving slip is documentation of delivery.
- 9.15 Expenses incurred through any waiting time in connection with unloading at the customer's address, or any other place assigned by the customer, is covered by the customer, just as the customer covers any other costs incurred by the customer not being able to receive delivery at the agreed time of delivery.

## 10. CLAIMS AND RESPONSIBILITY IN CASE OF DELAY

- 10.1 The customer must complain in writing as soon as a delay is observed, as the customer will otherwise lose any claim caused by the delay.
- 10.2 If there is a small delay, the delivery will be made later ref point 9.4.
- 10.3 In the case of a substantial delay, the customer is entitled to cancel the order. This can only happen for the relevant delayed items in one order. If part of the order is not delivered or delayed, only this part of the order

can be cancelled. Any claims must be specific, documented and must precisely state the content of the claim.

- 10.4 Apart from what has been mentioned in point 10.4, the customer does not have any right to compensation if Sebra is delayed. This is valid whether the customer cancels or maintains the order.

## 11. CLAIMS, CAVEAT EMPTOR AND RESPONSIBILITY IN CASE OF DEFECTS

- 11.1 The customer must immediately after having received, and before the items are labelled or used, examine the goods purchased in order to ensure that they have no defects.
- 11.2 Any claims about defects, among these any deviation from amounts, that have been or should have been ascertained by such an examination, must be made **immediately or absolutely no later than (eight) 8 days** after the delivery of the item to the customer in order to be taken into consideration. For any other claims, among these non-visible damages, complaints must be received immediately after the customer should have discovered the defect, but no more than 3 months after the delivery date.
- 11.3 In the case of complaints made within the time limit, Sebra must credit, remedy or re-deliver as Sebra chooses. Any re-delivery is made to the customer's address, just as any return must also happen from the customer's address. Sebra does not cover the transport between the customer's customer and the customer.
- 11.4 If Sebra does not credit, remedy or re-deliver, ref point 11.3, within reasonable time after the customer has complained in accordance with point 11, the customer has the right to cancel the order, as far as the defective part of the delivery.
- 11.5 Sebra has no responsibility for damages caused by wrong or inappropriate use of goods delivered.
- 11.6 Only specifically defective items in an order can be cancelled. If only a part of the order is defect, then only this part of the order can be cancelled. Any complaints made must be specific, documented and precisely state the content of the claim. Items cannot be returned without prior written acceptance by Sebra.

## 12. FREEDOM OF LIABILITY (FORCE MAJEURE)

- 12.1 Sebra is not responsible to the customer when the following non-exhaustive force majeure similar circumstances occur after the order confirmation and hinder or delay the fulfilment of the agreement; war and mobilization, insurrection and disturbances, terror actions, natural disasters, strikes and lock-outs, shortage of goods, defects or delays on delivery from sub-suppliers or when these are affected by the present circumstances in any case, fire, lack of transport possibilities, currency restrictions, import and export restrictions, deaths, illness or the departure of key personnel, computer viruses, epidemics, pandemics or other circumstances, which Sebra cannot control. In this case, Sebra is entitled to postpone delivery until the obstruction of the delivery has ceased or alternatively cancel the order partially or in full without liability. If the above entails that the delivery is postponed more than six months, the customer can cancel the order without any responsibility.

## 13. LIMITATION OF LIABILITY

- 13.1 Sebra is only responsible for product liability in accordance with the mandatory rules of the Danish Product Liability Act.
- 13.2 Sebra is in any legally agreed context, including regarding product liability, not responsible for direct or indirect loss of profits or any other losses other than explicitly stated in these terms and conditions. In the case of cancellation, repayment/crediting can only be made for the received payment for the delayed or defect part of the order. A claim for compensation towards Sebra can under no circumstances exceed the invoice amount for the subject of sale.

## 14. COMPLIANCE

- 14.1 All products from Sebra comply with the EU regulations. The products are tested and provided with the relevant safety information required by EU law.
- 14.2 Sebra does not guarantee compliance with non-EU legislation.
- 14.3 Sebra's customers must ensure that the provided product- and safety information is available to their customers at all times, e.g. on their website.

## 15. PERSONAL DATA (GDPR)

- 15.1 Sebra processes personal data with due observance of the General Data Protection Regulation and law. All customers must consent to Sebra collecting the company's general information; company name, company registration number, address, phone number, e-mail address, website and business area.
- 15.2 In addition to the above general business information, Sebra also collects information about the persons representing the company; contact name, phone number, email address.
- 15.3 When the personal data is no longer relevant, all personal data will be deleted.
- 15.4 The personal information that Sebra collects is necessary, in order to be able to fulfil the agreement, which has been made with the company.

- 15.5 Sebra only disclose information to relevant partners, e.g. Transporters in order to fulfil the agreement and be able to deliver the goods ordered by the customer.
- 15.6 Sebra makes use of external data processors that process information about the customer. This is administrative purposes of storing information in Sebra's IT system. To ensure that the processing is confidential and in accordance with Sebra's instructions, Sebra has entered into data processor agreements with the respective parties. The data processors may not use the information they process on Sebra's behalf for other purposes.
- 15.7 The company purchasing products from Sebra is responsible for compliance with the General Data Protection Regulation and law and cannot make Sebra responsible for this.

#### **16. VENUE AND CHOICE OF LAW**

- 16.1 The agreement is, except for point 5.2, under Danish law except for the at any time valid international private property rights. The international Commercial Law (CSIG) will not find use. As venue it has been agreed that the City Court closest and most relevant to Sebra's headquarters in Denmark. However, Sebra has the right to demand that any dispute is solved through arbitration at the Danish Arbitration Institute or Danish Arbitration under the International Chamber of Commerce (ICC), where the place must be Denmark and the language must be Danish.

#### **17. SALES TO GERMANY ONLY - RETENTION OF TITLE**

- 17.1 All products delivered by Sebra shall remain the property of Sebra until complete fulfilment of both the purchase price claim and of all due and not-yet-due receivables resulting from mutual business relations.
- 17.2 The customer shall be entitled to resell the goods subject to retention of title within ordinary course of business. The customer assigns to Sebra as of now and in advance all claims arising for him from any resale of the goods subject to retention of title. Sebra is allowed to revoke the customer's right to reselling of the goods, as well as to revoke the customer's right to collect the assigned claims from a resale, if the customer is in delay with payment, or if other circumstances appear that lessen the customer's credit worthiness.
- 17.3 On all above provisions on Retention of Title, the laws of the Federal Republic of Germany are applicable, even if the business relation otherwise is not governed by German law.