

Unless otherwise agreed in writing between Arbodania A/S and the Buyer, the terms and conditions of sale and delivery set forth below apply to Arbodania A/S' sale and delivery of Christmas trees and greenery.

1. QUANTITY

1.1 The quantity delivered may deviate due to the density variation of the trees/greenery. Arbodania A/S strive to pack the pallets with exactly the amount agreed, but some minor deviations may occur during the intense workflow from wood to pallet. This applies to total quantities as well as agreed quantities. Within this range, the Buyer buys the agreed quantity at the agreed unit price.

2. PRICE

2.1 Delivery will be executed at the price stated and agreed upon in this Contract.

2.2 The listed price is exclusive of Danish VAT, as well as costs regarding customs clearance, direct and indirect taxes.

2.3 Until delivery, the Buyer must accept any change in the price resulting from a documented increase in costs payable by Arbodania A/S due to changes in exchange rates, customs tariffs, direct and indirect taxes, etc. that can be related to the delivery.

3. PAYMENT, RETENTION OF TITLE AND GUARANTEE

3.1 Payment must be made according to the agreed payment conditions.

3.2 Arbodania A/S retains ownership of the goods delivered until payment has been registered in Arbodania A/S' bank account.

3.3 If a bank transfer is not made in time, the Buyer must pay interest from the due date in accordance with the provisions rates of the Danish Interest Act (1.5% per month).

3.4 If, under the agreement entered into between the Parties, the Buyer must make an advance payment or provide a full bank guarantee, and if the Buyer fails to make such advance payment or to provide such bank guarantee by the agreed date, or if the guarantee provided does not meet the agreed terms and conditions, this is considered a material breach of agreement.

3.5 If the Buyer does not meet the payment terms agreed between the Parties (if an agreed advance payment is not paid on time, or according to the agreed payment terms, for instance by providing a bank guarantee or if it is not possible to obtain credit insurance as agreed, Arbodania A/S reserves the right to terminate the contract and invoice 25% of the total contractual sum as compensation for contractual breach.

4. SORTING

4.1 Processing is undertaken in accordance with Arbodania A/S' guidelines.

5. INSPECTION

5.1 The Buyer is encouraged to inspect the trees prior to processing, and at the request of the Buyer, Arbodania A/S will, within normal working hours, arrange a tour of the areas where the trees ordered are grown.

5.2 If the Buyer fails to make such inspection, the Buyer cannot subsequently raise any claim against Arbodania A/S with respect to circumstances which could have been discovered during such inspection.

6. DELIVERY

6.1 Delivery is undertaken as agreed between the Buyer and Arbodania A/S.

6.2 If delivery is to take place at a specific location in Denmark, delivery is considered to have taken place when the trees/greenery have/have been loaded onto a lorry at the location specified, according to International Commercial Terms (Incoterms) 2010.

6.3 Where delivery is to take place at the Buyer's address abroad, delivery is considered to have taken place when the trees/greenery are/is at the disposal of the Buyer on a lorry at the address.

6.4 The time of delivery is agreed between the Buyer and Arbodania A/S. Where, during transportation, delays occur due to circumstances beyond the control of Arbodania A/S, such as customs clearance or adverse weather conditions, the date and time of delivery will be extended by a period of time equivalent to the delay caused by the circumstances in question.

6.5 Where delivery is not made at the agreed date and time, the Buyer is only entitled to set a final, reasonable deadline for delivery of not less than eight days and is not entitled to cancel the purchase or make any other claims in connection with the delay. Where the agreed date of delivery of Christmas trees is between 13 and 23 December, the Buyer may shorten the above-mentioned deadline of eight days where this can be reasonably justified.

6.6 Where delivery has to be postponed due to the circumstances of the Buyer, the Buyer must make payments to Arbodania A/S as if delivery had been made at the agreed date and time.

7. LOADING

7.1 Deliveries will be loaded according to variety and quality. The Buyer must, well in advance of delivery, prepare a packaging list and delivery matrix allowing Arbodania A/S to perform loading effectively. A template delivery matrix to be filled out by the Buyer will be provided by Arbodania A/S. The packaging list and delivery matrix plan must be approved by Arbodania A/S.

8. UNLOADING

8.1 Where delivery has been agreed as stated in 6.3 above, the Buyer must arrange for unloading of the trees/greenery no later than two hours after the arrival of the lorry. The Buyer must refund Arbodania A/S for any cost of delay resulting from waiting time, additional transport, shortage of labour, etc.

9. PASSING OF RISK

9.1 The risk passes from Arbodania A/S to the Buyer on delivery of the trees/greenery, according to the agreed delivery terms (Incoterms 2010).

10. DEFECTS AND COMPLAINTS

10.1 Immediately upon delivery, the Buyer must inspect the trees/greenery as required by prudent business practices, including ensuring that the trees/greenery received match(es) the order. The inspection must be performed on the date of delivery at the latest.

10.2 The Buyer must compare the actual delivery with the delivery note and check whether the trees/greenery delivered match(es) the agreed order, and whether the trees/greenery are/is damaged, see 1.1 above, however.

10.3 Moreover, the Buyer must unpack the pallets no later than the day after delivery. Failure to do so means that the Buyer loses his right to raise claims against Arbodania A/S for alleged defects on the trees/greenery delivered.

10.4 A complaint due to defects must be submitted to Arbodania A/S and must be received by Arbodania A/S not later than 48 hours after the delivery of the defective trees/greenery. The complaint must state the exact nature of the defects.

10.5 The complaint must be forwarded by e-mail to Arbodania A/S. The claim message must include the date of delivery, Arbodania A/S' load number and pallet ID numbers as well as photo documentation on request. In addition, the Buyer must submit any further information requested by Arbodania A/S.

10.6 Complaints submitted via delivery note/CMR only are not considered as submitted. Where Arbodania A/S does not receive a complaint from the Buyer before the expiry of the deadline, Arbodania A/S is not liable for any defects in quantity and quality, but see 10.8 below.

10.7 Claims with respect to latent quality defects may be made until the day after the defect ought reasonably to have been discovered by the Buyer.

10.8 Arbodania A/S is only liable for defects existing prior to delivery to the Buyer. Thus, Arbodania A/S is not liable for defects resulting from circumstances occurring after the passing of risk to the Buyer.

10.9 Where defects have been discovered, Arbodania A/S is entitled to make a replacement delivery not later than eight days from the receipt of the complaint. However, the replacement delivery must be made not later than 20 December.

10.10 Where the Buyer complains about circumstances not proven to be a defect for which Arbodania A/S is liable, Arbodania A/S is entitled to compensation for work performed and expenses incurred as a result of the complaint.

10.11 In the event of any outstanding claims, the payment terms continue to apply to the entire order. However, the customer may withhold any amount corresponding to the value of the number of trees covered by the outstanding claim until the claim has been clarified.

11. LIMITATION OF LIABILITY

11.1 For each delivery, Arbodania A/S' total liability is limited to the agreed price of the delivery.

11.2 Arbodania A/S is not liable for operating loss, loss of profit or any other indirect loss resulting from the Agreement, including any indirect loss resulting from late delivery or defects.

12. FORCE MAJEURE

12.1 Neither Party is liable for non-performance of its obligations under this Agreement during the period and to the extent that performance by either Party is impossible due to circumstances beyond the reasonable control of the Party, such as war, acts of terrorism, civil unrest, vandalism, extensive insect attack, strike, lockout, labour disputes, shortage or breakdown of transport facilities, fire, flooding, drought, extreme weather conditions or other circumstances beyond the reasonable control of the Parties ("Force Majeure"), provided that the Party in question cannot reasonably be expected to have considered the events and the consequences thereof in terms of meeting its obligations, and that the Party could not reasonably have avoided the event and overcome its consequences.

12.2 The Party wishing to invoke Force Majeure must, within a reasonable period of time after becoming aware of the impediment, inform the other Party about the impediment and how performance will be affected. Failure to do so will not relieve the Party of liability for non-performance of its obligations with reference to Force Majeure. Both Parties must make every reasonable effort to prevent and reduce the consequences of non-performance of this Agreement as a result of Force Majeure.

12.3 The Parties' obligations under the Agreement will be suspended until the impediment has ended.

12.4 Arbodania A/S is not liable for availability, price changes, typos and errors. Arbodania A/S is not obligated to provide or pay compensation to the Buyer if delivery is impeded or made unduly difficult or expensive because of unforeseen obstacles that arise after closing. Examples of such obstacles can be: natural disasters, mobilisation, war, blockade, riots, conflicts, labour, energy crises, mechanical damage, fire, epidemics, government action, including denial of export and import authorisation and the introduction of deposit schemes. It is especially worth mentioning that this provision also covers the situation where Arbodania A/S is unable to obtain normal, suitable transport facilities.

13. AMENDMENTS TO THE CONTRACTUAL BASIS

13.1 Amendments to agreements on delivery must be in writing.

14. DISPUTES

14.1 Disputes between the Parties must be settled according to Danish law by the District Court of Næstved and are subject to the usual right of appeal.

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