

TERMS OF SALE AND DELIVERY

The Terms of Sale and Delivery for Fletco Carpets A/S, Mads Clausens Vej 2, DK-7441 Bording, Denmark, CVR no. 37702811, hereinafter called FC shall apply to all orders – and prevail over any such terms or similar terms from a customer – unless the terms are dispensed from by express written agreement. The Terms of Sale and Delivery shall be subject to changes periodically and without notice

ORDER CONFIRMATION

When submitted, the order is binding. Upon FC's written confirmation of the order, a final agreement on sale and delivery of goods has been entered into. The order is accepted subject to goods, raw materials and the like being available. If unforeseen difficulties arise or if unsatisfactory credit information about the customer is obtained after the acceptance of the order, the FC will be entitled to cancel the confirmed order exempt for liability of any kind or to demand provision of a fully adequate bank guarantee. Cancellation of orders by the customer cannot be accepted unless otherwise agreed in writing and accepted by FC on a case-by-case basis.

In case of FC acceptance, the customer shall pay 30% of the order value within 8 days from the cancellation date.

TERMS OF DELIVERY

The goods shall be delivered in accordance with ICC Incoterms 2010 ex works FC address, unless otherwise specifically agreed and stated in the order confirmation in exceptional cases. FC may, depending on the circumstances, assist in arranging dispatch of the ordered goods if this has been agreed in writing and accepted by FC on a case-by-case basis and always for the customer's account.

DELIVERY TIME AND DELAY

The delivery time will be stated in the order confirmation. The FC shall be entitled to postpone the delivery time by fourteen (14) days and shall immediately notify the customer in writing of any such postponement. In the event of force majeure, cf., however, the provisions below, delivery may be postponed until the obstacle ceases and ordinary trading and transport become possible.

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 FC a written reminder and delivery has not been performed within seven (7) days from FC receipt of the reminder.

RETENTION OF TITLE

The FC reserves the ownership of the delivered goods until the customer effects full payment. The customer shall pay all costs incurred in connection with the enforcement of the retention of title.

PRICES

All prices of the FC are stated in the agreed currency and are exclusive of VAT. The prices are subject to changes in customs duties, other duties and exchanges rates, and may be raised until delivery is made. The FC will inform the customer of any price changes. The customer shall be free to fix his resale prices.

PAYMENT

Unless otherwise agreed in writing, payment from the customer to the FC will be against invoice and is due for payment 30 days from invoice date. Default interest of 2% per month will be charged after the due date in the event of non-payment. FC may postpone delivery of orders or cancel orders by written notice and without incurring any liability for this if the customer is in arrears with payment for previous consignments delivered. FC reserves the right to cancel the order if payment is not made on the due date. The customer as a result hereof shall compensate any financial loss that FC incurs fully.

COMPLAINTS ON NON-CONFORMITY AND REMEDIES

Any complaint on non-conformity shall be submitted in writing, and must be received by the FC no later than eight (8) days after delivery or - if delayed - expected delivery of the goods. In the event of non-visible damage, the complaint shall likewise be submitted no later than eight (8) days from when the defect or deficiency could have been ascertained upon careful inspection, however, no later than 3 months after the delivery date. If a part of the order is not delivered, is delayed, or if part of the order is defective or deficient, the order may only be cancelled for this part of the order. Any complaint must be specific, documented and contain a precise specification on the contents of the complaint. No returns will be considered without prior written approval by the FC. In the event of non-conformity, FC shall not be liable for any direct or indirect business interruption loss, loss of profit, or any other consequential loss whatsoever. In any event, the maximum liability shall be equal to repayment by the FC to the customer of the payment made for the delayed or defective part of the order.

EXEMPTION FROM LIABILITY (INCLUDING FORCE MAJEURE)

The Parties shall not be liable if the following non-exhaustive circumstances of force majeure occur and prevent or postpone the performance of the Agreement: war and mobilization, riot and civil unrest, acts of terrorism, natural disasters, strikes and lockouts, scarcity of goods, faults, defects or delay in delivery from sub-suppliers or if sub-suppliers are otherwise hit by the present circumstances, fire, lack of means of transportation, exchange control regulations, import and ex-port restrictions, death, illness or absence of key staff members, computer viruses or any other circumstances that are beyond the Parties direct control. In such case, the Party shall be entitled to postpone fulfillment of the obligation until the obstacle has ceased or, alternatively, to cancel the Agreement in full or in part without incurring any liability for this, if the obstacle causes fulfillment to be postponed for more than six (6) months.

PRODUCT LIABILITY AND LIMITATION OF LIABILITY

The FC shall be liable for injury and damage caused by FC's products after the products have been placed on the market to the extent that law requires this. Notwithstanding the above FC shall **not liable** for any direct or indirect business interruption loss, loss of profit, or any other consequential loss whatsoever.

DATA PROTECTION

Processing of personal data may occur for the purposes of executing the customer's order. Accordingly, any personal data may be disclosed to other independent data controllers such as freight carriers etc. for the purposes of fulfilling the customer's order. Any processing of personal data is subject to all necessary security procedures and will be deleted when storage hereof is no longer required or necessary.

VENUE AND GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Danish law, disregarding the Danish choice of law rules to the extent that such rules would otherwise lead to the application of any other law than Danish law. The Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The Court of Arbitration shall have its seat in FC jurisdiction, and the language to be used in the proceedings shall be Danish.

Irrespective of the above mentioned, and in the event debt collection by the FC is required, the FC may at its own discretion decide to recover the debt at the customer's venue in accordance with the applicable law in the relevant country.