



TERMS AND CONDITIONS OF SALE AND DELIVERY

The Terms and Conditions of Sale and Delivery of Fletco Carpets A/S, Mads Clausens Vej 2, 7441 Bording, Denmark, CVR no. 37702811, hereinafter called FC, shall apply to all orders – and shall prevail over any other terms etc. from a customer – unless the Terms and Conditions of Sale and Delivery are waived by express written agreement. The Terms and Conditions of Sale and Delivery apply regardless of the medium or method used to conclude the order, and regardless of whether it is signed, confirmed by e-mail or concluded in any other way, and may be amended from time to time without notice.

ORDER CONFIRMATION

Once an order is placed, it is binding on the customer. A binding agreement on sale and delivery of the products is concluded upon FC's written confirmation of the order

The customer cannot cancel confirmed orders. In exceptional cases, the FC may accept a cancellation, but only upon payment of a cancellation fee of 30% of the order amount.

If unforeseen circumstances arise which make it necessary for FC to make changes to the order, including reduction of order quantity or the like, FC may make such reasonable changes. Such changes do not entail a right for the customer to cancel the order.

If an unsatisfactory customer credit rating is received after the order confirmation, FC shall be entitled to cancel the order without liability of any kind or to require a full bank guarantee.

GENERAL TERMS AND CONDITIONS

The products are delivered in accordance with Incoterms 2020 Ex works, unless otherwise stated in the order confirmation in each case. FC may, depending on the circumstances, assist with the dispatch of the products ordered if this has been agreed in

writing with FC in each case and is at the customer's expense.

TIME OF DELIVERY AND DELAY

The time of delivery is specified in the order confirmation. FC is entitled to postpone delivery by 14 days but must immediately inform the customer in writing of such postponement. In the event of force majeure as referred to below, the time of delivery may be postponed until the obstacle has ceased to exist and normal trade and transport are again possible. If the customer's circumstances prevent timely delivery, the customer may not object thereto and is obliged to take delivery of the goods when the customer's circumstances again permit.

If delivery has not taken place within 14 days of the agreed time of delivery, delivery shall be deemed to be late only if the customer has sent FC a written reminder and delivery has not taken place within 7 days of FC's receipt of the reminder.

OWNERSHIP RESERVATION

FC reserves the right of ownership of the delivered products until the customer has made payment in full. All costs related to the enforcement of the ownership reservation shall be borne by the Customer.

PRICES

FC's prices are quoted in the agreed currency and exclude VAT. Prices are subject to changes in customs duties, insurance and transportation costs, changes in subcontractor prices, other taxes and currency fluctuations and may be increased and/or the currency may be changed until delivery is made. FC will inform the customer of any price changes. The customer is free to set its resale prices.

PAYMENT

Unless otherwise agreed in writing, payment from the customer to FC shall be made against invoice and shall be due 30 days from the invoice date

In the event of late payment, default interest will be charged at 2.00 % per month from the due date. FC may postpone any delivery of



orders or cancel orders in writing without incurring any liability therefor if the customer has unpaid payments due in respect of previous orders. Any loss suffered by FC as a result thereof shall be fully compensated by the customer.

NOTIFICATIONS OF DEFECTS AND POWERS

Flooring products from FC must be installed according to FC's installation instructions, which can be found at www.fletco.dk. Any defects or shortcomings in the flooring resulting from incorrect installation or failure to adhere to FC's installation instructions cannot be claimed and do not constitute a valid complaint.

Any notification of defects must be made in writing and must be received by FC at the latest 8 days of delivery or – if delayed – expected delivery of the goods. In case of non-visible defects, the objection must be made at the latest 8 days of the time when the defect could have been discovered by thorough inspection, but not later than 3 months after the delivery date. If part of the order is not delivered or is delayed, or if part of the order is defective or deficient, only that part of the order may be cancelled. Any objection must be specific, documented and include an exact description of the contents of the objection. Goods cannot be returned without the prior written consent of FC. In case of defects, FC shall not be liable for any other direct or indirect disruption of the customer's business, indirect loss, loss of profits or any other form of loss. In any event, FC's maximum liability shall be equivalent to reimbursement to the customer of the amount paid for the defective part of the order.

FORCE MAJEURE

FC shall not be liable if the following non-exhaustive force majeure events occur and prevent or delay performance of the Agreement: War and mobilisation; riot and civil commotion; terrorism; natural disasters; strike and lockout; shortage of goods; failure, shortage or delay in deliveries by subcontractors or if subcontractors are otherwise affected by the conditions; fire; shortage of means of transportation; currency restrictions; import and export restrictions; death, illness or absence of key

employees; computer virus; epidemics, pandemics, or other circumstances beyond the direct control of FC. In such cases, the affected party, FC, shall be entitled to postpone its performance of the obligation until the obstacle has ceased or, alternatively, to cancel the contract in whole or in part without incurring any liability.

PRODUCT LIABILITY AND LIMITATION OF LIABILITY

FC shall be liable for damage to persons or property caused by FC's products or services after they have been put on the market or performed to the extent permitted by law. Notwithstanding the foregoing, FC shall **not be liable** for any other direct or indirect disruption of the customer's business, indirect loss, loss of business, loss of time, loss of profits or any other form of loss.

PERSONAL DATA

In connection with the execution of the customer's order, personal data may be processed as part of the performance of the contract. In some cases, the customer's personal data will be disclosed to other independent data controllers, such as a freight company in order for the company to fulfil the order. Personal data is processed with appropriate security and kept only as long as necessary. Please refer to FC's Privacy Policy on www.fletco.dk.

GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with Danish law without regard to the rules of private international law in force at any time to the extent that the application of such rules would result in a choice of law other 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 the agreement, including any dispute concerning the existence, validity or termination thereof, shall be settled by a Danish court in the judicial district of FC's head office. Even if FC has instituted legal proceedings against the customer, FC may at any time choose to bring the dispute



before an arbitral tribunal of the Danish Institute of Arbitration in accordance with the rules adopted by the Institute in this regard and in force at the time of the commencement of the arbitration proceedings. The seat of the arbitration tribunal shall be in Denmark and the language of the arbitration proceedings shall be Danish. The arbitration proceedings and the award shall be confidential for an unlimited period of time. It is agreed that there shall be no appeal against the award on a legal question to a court.

In the event that recovery is required by FC, FC may at any time choose to recover the debt at the customer's home court in accordance with the laws of that country.
