



TERMS AND CONDITIONS

Salling Plast Energy ApS

Revision 2025.08



1. Contractual basis

- 1.1 Unless otherwise agreed in writing, Salling Plast Energy ApS (hereinafter SallingPlast) delivers all orders on the following terms and conditions irrespective of any contradictory or deviating provisions in the order or acceptance given by the buyer.

2. Offer, order and acceptance

- 2.1 Offers by SallingPlast that do not state any special deadline for acceptance will lapse if the buyer's unqualified acceptance has not been received by SallingPlast within four (4) weeks of the date of the offer.
- 2.2 The buyer's orders are not binding on SallingPlast until the buyer has received a written order confirmation.
- 2.3 The agreement is deemed to have been made on the terms stated in the order confirmation unless the buyer has made a written complaint about it within five (5) days of receipt of the order confirmation.
- 2.4 Offers made on the basis of the measuring of drawings are made without SallingPlast being liable for any measurement errors.
- 2.5 Sales material, instructions, price lists, descriptions etc. are for guidance and are not binding on SallingPlast; they are binding only if referred to explicitly in the agreement with the buyer.

3. SallingPlast's service

- 3.1 SallingPlast's service comprises only the parts and goods specified in the order confirmation, and SallingPlast undertakes to deliver goods of customary good quality with respect to materials and manufacture on the terms and conditions specified herein and any specially agreed terms and conditions.
- 3.2 All drawings, sketches, technical specifications etc. transferred from one party to the other before or after commencement of the agreement belong to the party that handed them over. All drawings, sketches and technical specifications belonging to SallingPlast thus remain the property of SallingPlast and may not be copied, reproduced or otherwise handed over to any third party. Neither may the delivered goods be produced, copied or handed over to any third party for such purpose.

4. Delivery

- 4.1 Unless otherwise agreed, delivery is EX WORKS in accordance with Incoterm 2020. This means that delivery and passing of risk take place when SallingPlast has made the goods available to the buyer at SallingPlast's premises.



5. Time of delivery

5.1 Unless otherwise agreed, delivery is made as quickly as possible. If time of delivery has been agreed, delivery by the end of the week in which delivery was confirmed in SallingPlast's order confirmation is deemed to be delivery on time in every respect. If delivery on a specific date has been agreed, delivery no later than that date is deemed to be delivery on time.

5.2 SallingPlast can demand postponement of the time of delivery in the following cases:

1. In the event of order adjustments requested by the buyer.
2. In the event of delays in deliveries or work services performed by the buyer or which the buyer is having performed.
3. In the event of force majeure (see item 16 of these terms and conditions).
4. In the event that the work with the delivery is stopped or delayed as a result of orders imposed by the public authorities.
5. In the event of missing or defective deliveries from sub-contractors with confirmed agreements, within a maximum of four (4) weeks.

5.3 Regarding items 1, 2 and 4 above, in cases that are directly or indirectly caused by the buyer's circumstances or in the event of orders imposed by the public authorities, SallingPlast also reserves the right to adjust the agreed price to offset the costs thus incurred by SallingPlast, with the addition of the usual profit margin.

5.4 If the delivery is significantly delayed, and SallingPlast is not entitled to postpone the time of delivery, the buyer is entitled to cancel the agreement in writing to SallingPlast, but only if it is documented that the delay is of significant inconvenience to the buyer. If the delay only applies to a part of the sold goods, the buyer is only entitled to cancel the purchase of the part concerned.

If the delay concerns goods manufactured according to the buyer's instructions or specifications, or if the goods are of a quality not normally stocked by SallingPlast, the agreement can only be cancelled if the purpose of the purchase is significantly frustrated by the delay.

5.5 If the buyer can prove that the delay was caused by errors or negligence on the part of SallingPlast and that the buyer has incurred a loss that could be expected to occur in connection with the delay, the buyer is entitled to compensation for the loss thus incurred.

However, the amount of compensation cannot exceed 1% of the agreed payment for the delayed service for each full week of delay, and the compensation cannot exceed 10% of the payment for the delayed service. SallingPlast accepts no other liability for delay or consequences thereof, and the buyer has no other legal remedies for breach of contract.

6. Retention of title

6.1 SallingPlast retains the title to the sold goods until all accounts between SallingPlast and the buyer have been fully and finally settled by the buyer.



7. Returned goods

- 7.1 It is only possible to return deliveries in exceptional cases and only subject to agreement and provided that the following conditions are met:
1. The goods are clean and in good condition (this also applies to any packaging).
 2. The goods are returned no later than two (2) months from the date of the invoice.
 3. The goods are marked with an order number.
 4. The goods are not customized.
- 7.2 Standard goods taken back upon prior agreement with SallingPlast are returned against a deduction of 25 % of the value of the item.
- 7.3 The buyer pays the freight charges for returned goods.

8. Prices

- 8.1. Unless otherwise specified, all prices in SallingPlast's offers, order confirmations and other reference materials are stated in Danish kroner (DKK) excl. VAT, customs duties, levies etc.
- 8.2. Unless otherwise agreed in writing, the price is quoted with reservation for adjustments before acceptance, having regard to documented changes to the prices of materials, subcontractors' prices, changes to public levies, customs duties etc. which increase the costs incurred by SallingPlast. If the nature of the delivery is changed or SallingPlast's costs are increased in any other way because of the buyer's circumstances, reservations are made for adjustment of the agreed price accordingly.
- 8.3 The prices stated by SallingPlast are without the cost of packaging, including packaging intended to prevent deliveries from being damaged during transport. Unless otherwise agreed in writing, pallets and frames are invoiced to the buyer. Pallets and frames cannot be returned.

9. Terms of payment

- 9.1 SallingPlast is entitled to invoice the buyer for all deliveries made or reported ready for delivery by SallingPlast, provided that the agreed time of delivery has been reached.
- 9.2 Unless otherwise explicitly agreed, payment terms are 14 days net cash on receipt of the goods. If payment is not made on time, SallingPlast is entitled to interest on the overdue amount from the due date of payment, after which 2 % will be added per commenced month until payment is made.
- 9.3 The buyer is not entitled to set off any counterclaims unless such counterclaims have been approved by SallingPlast in writing; neither is the buyer entitled to withhold any part of the purchase price due to such counterclaims.



10. Default

- 10.1 If, after the time of delivery has been reached, the buyer fails to collect the goods or to request that they be sent, SallingPlast is entitled to store the goods and have them insured at the buyer's expense and to send an invoice in accordance with item 8.

If the buyer fails to pick up the goods in spite of being requested in writing to do so, SallingPlast is entitled to sell them at the best possible price at the buyer's expense – also if the goods were produced according to the buyer's instructions or specifications.

11. Duty to complain and inspect

- 11.1 It is the buyer's responsibility to carry out a thorough inspection of the goods' contractual condition upon receipt of the goods at the latest.
- 11.2 If the buyer wants to claim defects or deficiencies in the goods, the buyer must inform SallingPlast in writing as soon as the defect is found or should have been found. The complaint must state the specific nature of the defect or deficiency.
- 11.3 The buyer cannot later claim defects or deficiencies that were found or should have been found in connection with inspection upon receipt.
- 11.4 Whatever the circumstances, any complaints must be submitted in writing to SallingPlast for processing and assessment.

12. Liability for defects and deficiencies

- 12.1 If goods delivered by SallingPlast have defects that give rise to liability, SallingPlast' responsibility is limited to remedying the defect, if it can be remedied, and/or redelivery, or payment of a compensation which is limited to the amount of the invoice, at the discretion of SallingPlast.

The amount of compensation can never exceed the invoice amount concerned, and in the event of redelivery of goods, such delivery will be subject to the same terms of delivery and reservations as the original delivery.

- 12.2 SallingPlast must have access to the goods with the claimed defect for the purpose of remedying any defect. Work performed in connection with the defect without SallingPlast's approval is not compensated for.
- 12.3 Other than the above, SallingPlast accepts no liability for direct or indirect damage or loss owing to defects that give rise to liability.



13. Product liability

- 13.1 SallingPlast is only liable for personal injury and damage to property caused by the delivered goods to the extent to which this follows from the absolute rules of product liability law in force at any time.
- 13.2 SallingPlast's liability for damage to property is limited to DKK 500,000 per case of damage. A case of damage is defined as all damage caused by the same defect or negligence.
- 13.3 SallingPlast is not liable for damage to the buyer's effects or other effects intended for professional use.
- 13.4 SallingPlast can never be held liable for operating loss or loss of profits or any other indirect loss.
- 13.5 In the event that SallingPlast incurs product liability towards a third party, the buyer undertakes to indemnify SallingPlast to the extent to which SallingPlast's liability is limited under these terms and conditions.
- 13.6 SallingPlast is not subject to product liability if installation instructions or other instructions or directions are not followed.
- 13.7 If SallingPlast is held liable to a significant degree by parties other than the buyer, the buyer accepts to be sued at the same court of justice as that which hears the claim against SallingPlast.

14. Limitation of liability

- 14.1 SallingPlast is not liable for indirect damage or loss, including but not limited to operating loss, loss of profit, loss of time, loss of order, loss of earnings etc. Neither is SallingPlast liable for consequential loss, including the cost of establishing or localising goods with defects/deficiencies or damage.
- 14.2 Should SallingPlast in a few cases waive claims or rights against the buyer, this does not indicate that SallingPlast has waived such claims or rights in other cases than the specific case agreed.

15. Damage to and insurance of products owned by the buyer

- 15.1 It should be noted that SallingPlast's professional indemnity insurance does not cover products owned by the buyer handed over to SallingPlast for further processing. It is therefore up to the buyer to have these buyer-owned products insured against damage or loss in the period in which they are held by SallingPlast.
- 15.2 Apart from liability according to the terms of item 13 (product liability), SallingPlast's overall liability for damage to products owned by the buyer, irrespective of the basis of liability and/or insurance cover, can in no circumstances exceed the amount of the invoice and thus the value of the work performed by SallingPlast, and it is thus expressly limited thereto.



16. Force majeure

- 16.1 SallingPlast is not liable for otherwise actionable failure to contractually perform the agreement if such failure is caused by force majeure, acts of war, riots, civil unrest, government interventions or measures by public authorities, fire, strike, lockout, export and/or import ban, epidemic, pandemic, cyber-attack, or any other cause beyond SallingPlast's control which could delay or prevent the production and delivery of the sold goods.
- 16.2 The above force majeure provision also applies if the circumstances stated in item 16.1 affect one of SallingPlast's subcontractors.
- 16.3 If non-defective delivery or delivery on time is obstructed temporarily through one or more of the above circumstances, delivery will be postponed for a period corresponding to the duration of the obstacle plus a reasonable period for normalisation of the situation according to the circumstances. Delivery at the thus delayed time of delivery will be deemed to be delivery on time in every respect.

If the delivery obstacle is expected to last longer than eight (8) weeks, both SallingPlast and the buyer will be entitled to cancel the agreement without it being deemed to be breach of contract.

17. Applicable law and venue

- 17.1 Any dispute between the parties which cannot be solved amicably is to be settled under Danish law in Denmark by arbitration by the Danish arbitration tribunal (Voldgiftsinstituttet), or, if both parties agree, by an ordinary court of law.

Ranum, August 2025