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Vrøgum-Svarre A/S

Sales- and delivery Terms

Definitions.

In these Terms, 'Contract' means the contract between the Purchaser and the Supplier, consisting of the order confirmation, these Terms and any other document specified in the order confirmation. 'Conditions' means Vrøgum-Svarre's Sales- and delivery Terms. 'Purchaser' means the company who places the order for the Goods with the Supplier. 'Goods' means the goods that are specified in the order confirmation. 'Supplier' means Vrøgum-Svarre A/S, a company registered in Denmark, with registered office at Industrivej 1, DK 6840 Oksbøl. The corporate homepage http://www.vrogum.dk contains the Supplier's contact details.

Relationship between the Supplier and the Purchaser in general.

1.1 The purchaser buys and sells in his own name and for his own account. He acts as an independent legal business unit vis-à-vis the end customer and has no authority to act for the Supplier, nor may he give this impression to the customers.

1.2 "Vrogum", "Vrogum Classic", "Solborg" and "Svarre" are registered trademarks used by the Supplier. All rights to use these trademarks belong alone to the Supplier. The Purchaser is not allowed, alone or on behalf of third party, to file for any kind of legal protection of names, logos, or any other graphic representation, of these.

1.3 All copyright and other intellectual property rights in any plans, designs, drawings and specifications provided to the Purchaser by the Supplier shall remain the property of the Supplier.

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Conditions.

2.1 These Conditions will apply to any Contract between the Purchaser and the Supplier for the sale of Goods. By placing an order the Purchaser will be asked to agree to these Conditions. If the Purchaser does not agree to these Conditions, the Purchaser will not be able to order any Goods from the Supplier.

2.2 The Supplier may amend these Conditions from time to time. The Purchaser should therefore check these Conditions every time the purchaser wishes to order Goods to ensure that the Purchaser understands the Conditions which will apply at the time. These Conditions were most recently updated on [15th February 2018].

Goods.

3.1 The images of the Goods on the Supplier's homepage, in catalogues, flyers, adds, etc. are for illustrative purposes only. Although every effort has been made to display the colors accurately, the Supplier cannot guarantee that the display of the colors accurately reflect the color of the Goods. The Customer's Goods may vary slightly from those images.

3.2 Any informations about drawings, weight, dimensions, material specifications, technical data, etc., that can be found in the Supplier's catalogues, flyers, pricelists, homepages, etc. are only approximately authoritative, unless they are expressly designated as binding in the order confirmation.

3.3 Since all raw materials are natural products, depending on the product, deviations or color variations, can occur. Also after the final treatment, pores, scratches, healthy knots and resin extract are inherent in nature and will effect the overall expression of the product.

3.4 The Supplier reserve the right to make any changes in design, materials and specifications in general, compared to our printed and electronic product documentation, without any further information on beforehand to the purchaser. The purchaser can only cancel the order, if the Purchaser can proof, that a certain design or construction of the product, was an assumption for the Purchase. Any such cancellation will not result in any compensation from the Supplier.

3.5 All drawings, descriptions and other documents, that the Supplier has send to the Purchaser during the process of establishing an offer, remains the property of the Supplier, and may not be distributed to third party, or used by the Purchaser to start up own production.

Contract.

4.1 The Supplier will give the Purchaser a written offer based on details provided by the Purchaser. Such offer is non-binding and are valid for a maximum of 30 days, counting from the date on the offer. Stated delivery time is only directional. The Supplier's compliance with this directional delivery time, requires as a minimum, that a conditional order is signed by the Purchaser within the acceptance deadlines stated in the offer.

4.2 If the Purchaser want to order, the Purchaser will have to sign a conditional order, including the current Conditions.

4.3 After the Supplier has received the following from the Purchaser: 1) a signed conditional order, and 2) Prepayments according to payment terms in the conditional order, then the Supplier will issue an order confirmation to the Purchaser.

4.4 Only the written order confirmation is binding. The Purchaser is responsible for the correctness of each and every detail when placing an order.

Delivery.

5.1 Delivery, unless otherwise agreed, is ex-works.

5.2 Delivery is complied if the goods have left the factory by the end of the delivery period, or if the goods have been reported to the Purchaser as ready for dispatch. Partial deliveries and invoices are permissible, insofar as this is reasonable for the Purchaser.

5.3 Shipping always takes place - even in the case of freight free delivery - at the risk of the Purchaser. The risk of accidental destruction or deterioration passes on to the Purchaser, without any further notification, when the goods leave the factory.

5.4 If the shipment is organized by the Supplier at the request of the Purchaser, the following applies:

a) Delivery address is the address of the Purchaser, unless another delivery address has been stated in the order confirmation. The delivery address can be changed up to 2 weeks before the scheduled delivery date.

b) Standard delivery method is by truck, 18,5 meter long. If delivery is free on site or free to warehouse, delivery means unloaded, on drivable access road. The truck driver will decide, how close to the delivery site the truck can go, without risk for damage on products or vehicle. The Purchaser or his customer must immediately unload the truck up on arrival. If smaller trucks and/or crane assistance and/or other special transport features are needed, this can be arranged and priced with the Supplier only prior to order confirmation.

5.5 The Goods will be delivered on pallets, wrapped with a foil for protection during transport and unloading. After the Goods have been unloaded, they need to be stored according to The Supplier's installation instruction manual, which are attached to the pallet. Extra manuals can be provided by contacting the Supplier.

5.6 Force Majeure: The delivery time will be extended appropriately if unforeseen obstacles occur, and the Supplier in spite of reasonable care, can't eliminate the effect from these circumstances, regardless of whether these circumstances are occurred at the Supplier directly, or at subcontractors. Such Force Majeure circumstances can for example be, disruption, official intervention, energy supply difficulties,

lack of suitable means of transport, delay in delivery of essential raw materials and building materials as well as in case of strike and lockout. We will inform the Purchaser such obstacles immediately.

Prices and payments.

6.1 If no expressed written price agreement has been made, then only prices given in written offers will be valid. If deliveries are made more than 4 months after the delivery date of the order confirmation, the Supplier reserve the right to calculate new prices valid on the day of delivery.

6.2 If, after contract has been made for a delivery on open account, it becomes apparent that the Purchaser does not offer sufficient guarantee for its solvency and the Supplier's payment claim is endangered, the Supplier is entitled to refuse further services and require all open - even deferred - invoice amounts due until the Purchaser has effected the payment or has provided security for them. If the Purchaser doesn't pay or establish the requested guarantee, the Supplier is entitled to cancel the order, and invoice the Purchaser for all costs occurred costs up until date of cancellation, including loss of profit.

6.3 For due amounts not paid on time, the Supplier will add a 1,5% monthly interest to the Purchasers account for each commencing calendar month.

6.4 The Purchaser can only clear due payments by payment transfer, or by establishing undisputed or legally established counterclaims against the Supplier.

6.5 If the Purchaser want to make changes to an order, or want a complete or partial cancellation of an order, and the Supplier accepts this, the Purchaser will have to pay all related costs, including loss of profit. In such cases, a new order confirmation including the changes and/or cancellations and the charged costs, will have to be accepted in writing by the Purchaser before the changes will be implemented.

6.6 If the purchaser wants to postpone the delivery from the Supplier beyond the delivery time stated in the order confirmation, and the Supplier agree to temporary store the goods, the goods will still be invoiced and have to be paid by the Purchaser as original agreed. Additional, a warehouse charge will be invoiced to the Purchaser.

Warranty.

7.1 The Supplier grant a 5-year warranty on manufacturing defects and material defects. The 5 year warranty period starts at the delivery date stated on the invoice for the delivered goods. A claim, due to the granted warranty, requires that the goods are 1) properly transported and stored, and properly maintained, due to our maintenance instruction and mounting instruction, and 2) paid at the latest on the due date of our invoice. The warranty cover costs for new delivery of replacement items, but not costs incurred as indirect effect from the claim, e.g. demounting the claimed item and mounting of the

new replacement items. The supplier alone will decide, if a claimed item can be repaired or if it has to be partly or completely replaced by new items.

7.2 The warranty on glass exists only under the conditions that:

a) The element is mounted in accordance with the Supplier's installation instructions.
b) The glass has not been damaged by any external influences, such as bumps, blows, movements in adjacent buildings and the like.
c) No damage due to frost damage, thermal stress or chemical attack on the glass or tarnishing if stored incorrectly
d) The glass has not been processed, e.g. by grinding, sandblasting, etching, painting or one other surface treatment
e) A necessary ongoing maintenance of the frame, sash and fitting materials, have found place, according to the Suppliers maintenance instruction manual. This manual is attached to the pallet at delivery, and extra manuals can be provided by contacting the Supplier.
f) The warranty for glass is limited to replacement deliveries of new glass and extends in particular not at cost regarding:
   - Cranes, scaffolding and the like, which have to be used when the glass can't be mounted through normal access roads.
   - Structural work or disassembly of adjacent building components
   - Possible post-processing work, such as bricklaying, joiner or painting work.

7.3 A condition for all warranty claims is that the Purchaser immediately upon arrival of the goods make a control of the goods, and report in writing any visible defects to the Supplier. Any hidden defects must be reported in writing immediately after detection. Transport damage must be reported immediately upon arrival, communicated to the transport company and noted on the delivery documents. Complaints of goods must in any case be processed before use, resale or installation, and the Purchaser will have to wait for instructions from the Supplier, how to proceed.

7.4 The purchaser has no rights to claim for material defects that do not have any significant negative effect on the value or use of the product.

Product Liability.

8.1 If a material defect or other breach of duty leads to damage, we shall be liable in accordance with the statutory provisions, as far as it concerns a personal injury, if the damage is subject to a product liability law, or is based on intent, or gross negligence. Incidentally, we are liable only for damages that occur on one culpable violation of a material contractual obligation, and if necessary only for the contract-typical damage. Further contractual and tort claims of the purchaser are locked out. Therefore, we are not liable for damages, other than those mentioned above, which do not occur on the delivered goods themselves and for lost profits or other financial losses of the Purchaser.

Final Provisions

9.1 Any ineffectiveness of individual provisions does not affect the effectiveness of the others.

9.2 Place of jurisdiction for all disputes including checks and bill of exchange and place of performance for all obligations is the seat of Vrøgum-Svarre A/S. Jurisdiction may also be the domicile of the purchaser, if Vrøgum-Svarre A/S decide so.

9.3 All deliveries are governed by Danish law, including the UN Sales Convention (CISG = Convention on International Sale of Goods).

Vrøgum-Svarre A/S

Frans Vindbjerg

CEO