



# TERMS OF SALE AND DELIVERY FOR B.O.S.

The Terms of Sale and Delivery for Brands of Scandinavia, Birkemosevej 11B, DK-6000 Kolding, Denmark, CVR no. 31 93 78 17, hereinafter called B.O.S., shall apply to all orders – and prevail over any such terms or similar terms from a customer – unless the terms are derogated from by express written agreement. The Terms of Sale and Delivery shall be subject to changes periodically and without notice.

**The customer hereby declares to have read, fully understood and accepted these Terms of Sale and Delivery.**

## 1. ORDER CONFIRMATION

A final agreement on sale and delivery of goods shall only have been entered into once B.O.S. has confirmed the order in writing. The order is accepted subject to goods, raw materials and the like being available. If unforeseen events arise or if unsatisfactory credit information about the customer is obtained after B.O.S.'s acceptance of the order, B.O.S. will be entitled to cancel any order without incurring any liability for this or to demand the provision of a fully adequate bank guarantee. Ordercancellation must be done no later than fourteen (14) days after receipt of order confirmation. If you make the ordercancellation later than fourteen (14) days after order confirmation we will invoice 30% of the order value.

## 2. TERMS OF DELIVERY

The goods shall be delivered in accordance with ICC Incoterms 2000 DDP unless otherwise specifically agreed and stated in the order confirmation in exceptional cases.

## 3. DELIVERY TIME AND DELAY

The delivery time will be stated in the order confirmation. B.O.S. 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.

## 4. PRICES

All prices are exclusive of VAT. The prices are stated subject to changes in customs duties and excise duties of any kind as well as exchange rate fluctuations, which may consequently be added to the prices until delivery is made. B.O.S. shall notify the customer hereof in writing without undue delay.

## 5. PAYMENT, CHARGING OF INTEREST AND DEFAULT INTEREST

Unless otherwise agreed in writing, the purchase price shall fall due for payment as follows: Current month + twenty (20) days to count from invoice date, or ten (10) days net cash -3% discount. If B.O.S. is not able to get a credit insurance, a bank guarantee (on-demand guarantee) or a 50% pre payment will be demanded. Default interest of 1.5% per month will be charged after the due date in the event of non-payment. If the customer fails to make payment, the debt collection legislation in force at any given time shall, moreover, apply. B.O.S. 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. B.O.S. reserves the right to cancel the order if payment is not made on the due date. Any financial loss that B.O.S. incurs as a result hereof shall be compensated fully by the customer.

## 6. RETENTION OF TITLE

All goods shall remain B.O.S.'s property until full payment has been made. All costs incurred in connection with the enforcement of the retention of title shall be paid by the customer.

## 7. COMPLAINTS AND REMEDIES

Any complaint shall be submitted in writing, and it must be documented that it has been received by B.O.S. not later than eight (8) days after delivery or – in the event of delay – expected delivery of the goods. In the event of non-visible damage, the complaint shall likewise be submitted not later than eight (8) days from when the defect or deficiency could have been ascertained upon careful inspection, however, not later than three (3) months after the delivery date. Only complaints on a full assortment will be accepted. Pricetags must be removed before return of the goods. Other isolated complaints on parts of the assortment will not be accepted, but the buyer will be compensated for those other possible and isolated claims by receiving a discount of 1% on all invoices. Any complaint must be specific, documented and contain a precise specification of the contents of the complaint. No returns will be considered without prior written acceptance by B.O.S.

## 8. EXEMPTION FROM LIABILITY (FORCE MAJEURE)

B.O.S. shall not be liable vis-à-vis the customer if the following non-exhaustive circumstances of force majeure occur after the order confirmation and prevent or postpone the performance of the agreement: war and mobilisation, riot and civil unrest, acts of terrorism, natural disasters, strikes and lockouts, scarcity of goods, faults, defects or delay in delivery from subsuppliers or if sub-suppliers are otherwise hit by the present circumstances, fire, lack of means of transportation, exchange control regulations, import and export restrictions, death, illness or absence of key staff members, computer viruses or any other circumstances that are beyond B.O.S.'s direct control. In such case, B.O.S. shall be entitled to postpone delivery until the obstacle to the performance of the agreement has ceased or, alternatively, to cancel the agreement in full or in part without incurring any liability for this. If the above circumstances of force majeure result in delivery being postponed for more than six (6) months, the customer may freely cancel the order without incurring any liability for this.

## 9. LIMITATION OF LIABILITY

B.O.S. shall, in any lawfully agreed respect and for all types of damages, including product liability, not be liable for any direct or indirect business interruption loss, consequential loss or any other loss whatsoever. In the event of termination or cancellation, the maximum liability shall consequently be repayment of the payment made for the delayed or defective part of the order.

## 10. VENUE AND GOVERNING LAW

The agreement shall be governed by Danish law with the exception of the rules under international private law in force at any given time. The Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The nearest and relevant Danish District Court to B.O.S.' head office in Denmark has been agreed as the proper venue. However, B.O.S. shall be entitled to demand that any dispute shall be settled by arbitration by the Danish Institute of Arbitration or the International Court of Arbitration of the International Chamber of Commerce (ICC). The arbitration tribunal shall sit in Denmark and the arbitration proceedings shall be conducted in Danish.