

## TERMS OF SALES AND DELIVERY

In the absence of any written agreement between the parties to the contrary, the terms of sale and delivery stated below shall apply. Orders from the purchaser that deviate from these terms shall not be binding on REHAU-BEHR a/s (VAT no. DK26384923).

### 1. Offers

Offers made are valid for three months.

### 2. Orders

Orders are binding only when a confirmation of order from REHAU-BEHR has been issued and received.

### 3. Prices

Our list prices are exclusive of VAT, freight and assembly.

### 4. Force majeure

All orders are dispatched with reservations for force majeure.

### 5. Delivery

Delivery terms are to be interpreted in relation to the Incoterms applicable at the time the contract is agreed.

### 6. Delivery time

The delivery times stated are as precise as possible. REHAU-BEHR shall accept no liability for direct or indirect losses resulting from delays in delivery times, and such delays do not entitle the purchaser to cancel the order unless they can be reasonably deemed significant.

### 7. Warranty

REHAU-BEHR provides a warranty of twentyfour (24) months from the delivery date. This warranty applies to product defects attributable to faults in design, materials or construction. Only REHAU-BEHR or parties approved by REHAU-BEHR shall be entitled to perform remedial measures covered by the warranty.

If the purchaser identifies a defect in the product supplied, the purchaser must inform REHAU-BEHR of same without undue delay, in order for the warranty to apply.

REHAU-BEHR ACCEPTS NO LIABILITY FOR ANY LOSSES THAT SUCH DEFECTS MAY CAUSE, INCLUDING ECONOMIC LOSS, LOSS OF PROFIT, OR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING FROM FOOD OR PRODUCT SPOILAGE CLAIMS WHETHER OR NOT CAUSED BY THE FAILURE OF PRODUCT.

THE WARRANTY DOES NOT APPLY IF THE DEFECT IS CAUSED BY CONDENSATION OR ICING ON THE PRODUCTS WHETHER CAUSED BY HUMID CLIMATE CONDITIONS, LACK OF OR INCORRECT TECHNICAL ADJUSTMENTS OF THE COOLERS OR FREEZERS OR ANY OTHER CAUSE. BEHR REFERS TO APPLICABLE TECHNICAL ADJUSTMENTS INSTRUCTIONS. SLIDING SHOES ARE NOT INCLUDED IN THE WARRANTY BECAUSE THEY ARE CONSIDERED AS A WEARING PART.

REHAU-BEHR ACCEPTS NO LIABILITY FOR PARTS OR LABOR COVERAGE FOR COMPONENT FAILURE OR OTHER DAMAGES ARISING OUT OF IMPROPER USAGE OR INSTALLATION OR ADJUSTMENT, NEGLIGENCE, ACCIDENT OR FAILURE TO CLEAN AND MAINTAIN PRODUCT AS SET FORTH IN THE USER GUIDE AND/OR TECHNICAL ADJUSTMENTS INSTRUCTIONS, EVEN IF REHAU-BEHR HAS BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE RESPONSIBILITY OF REHAU-BEHR UNDER THIS OR ANY WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT (AT REHAU-BEHR'S DISCRETION) OF THE DEFECTIVE PART OR ASSEMBLY.

REHAU-BEHR DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

### 8. Product liability

Compensation for personal injuries attributable to defects in the material supplied by REHAU-BEHR – in that the material did not provide the expected level of safety – shall be paid by REHAU-BEHR to the extent that REHAU-BEHR can be held accountable for same pursuant to applicable product liability legislation. REHAU-BEHR accepts no liability for damage to property, fixtures or fittings that may arise while the material is in the possession of the purchaser. Similarly, REHAU-BEHR accepts no liability for indirect losses incurred through defects in the material, including operational losses or loss of earnings.

To the extent to which REHAU-BEHR may incur product liability in relation to a third party, the purchaser is obliged to indemnify REHAU-BEHR in the same degree as REHAU-BEHR's liability is limited in relation to the above.

### 9. Returning goods

Material purchased against fixed invoices and delivered in accordance with our confirmation of order cannot be returned. Should the purchaser refuse to accept delivery of the material, or if the purchaser returns the material, this will remain in storage at an address decided by REHAU-BEHR at the expense and risk of the purchaser for one month, after which it will be destroyed.

### 10. Payment

Payment shall be made in accordance with the terms of payment laid down by REHAU-BEHR. REHAU-BEHR reserves the right to change the terms of payment insofar as the purchaser's ability to pay may be weakened after entering into the agreement.

Payment is to have been received by REHAU-BEHR no later than the due date. Any delay in payment shall entitle REHAU-BEHR to withhold further deliveries and to waive all its obligations in relation to the relevant agreement.

Any delay in payment shall incur the calculation of penalty interest at the rate stated on the invoice from REHAU-BEHR .

REHAU-BEHR reserves the right of ownership to all deliveries until payment in full for same has been received by REHAU-BEHR .

### 11. Jurisdiction

Any and all legal disputes shall be settled in accordance with Danish law, with Randers Court, Denmark, as the first court.