

# Terms and conditions of sale and delivery for WOCA South East s.r.o.

## Section 1. Use

1.1 The following general terms and conditions of sale and delivery apply to all Woca South East s.r.o. (the "Seller") quotations and deliveries, as well as the parties' collaborative relationship in its entirety unless otherwise expressly agreed in writing between the Buyer and the Seller.

## Section 2. Contractual basis

2.1 An order is only binding when it has been approved by the Seller and order confirmations have been sent in writing to the Buyer.

If the Seller's order confirmation deviates from the Buyer's opinion of the agreement entered into, the Buyer must object in writing without undue delay after receipt of the order confirmation, otherwise the order confirmation will be binding on the Buyer.

2.2 All changes to the parties' agreement must be confirmed in writing in order to be binding on the Seller. The Seller's employees are not authorised to enter into oral agreements that go beyond the content of written agreements that may have been entered into between the Buyer and the Seller.

2.3 The Seller reserves the right to make changes to the delivery until the time of delivery.

2.4 After the Seller has sent an order confirmation to the Buyer, the Buyer cannot cancel the order without prior written agreement from the Seller.

## Section 3. Prices and quotations

3.1 Prices appear on the Seller's current price list or in the order confirmation sent. If there is a difference between the price list and the order confirmation, the order confirmation applies.

3.2 The Seller's quote is only valid for 8 days calculated from the date of the quote. After the expiry of this period, the Seller's quote automatically lapses. The Seller's quote may also lapse if a delivery is sold out or the delivery terms are changed. Including delays in production and other matters.

3.3 Changes in exchange rates, taxes, insurance, freight and purchase costs, including price increases for raw materials, mean that the Seller may adjust prices even after sending the order confirmation

## Section 4. Shipping

4.1 Delivery is EXW at the Seller's place of business (Incoterms 2020) and is exclusive of packaging, pallets, VAT and any state taxes or duties unless otherwise agreed with the Buyer.

4.2 Loading of goods from the Seller's warehouse is the responsibility of the carrier.

4.3 It is at all times the Buyer's responsibility to inspect the shipment for visible signs of transport damage and to point out and note this on the consignment note. Preferably with photo documentation. If this is not complied with, it will not be possible to claim compensation from the Seller.

## Section 5. Delivery

5.1 The delivery times stated in the order confirmation are stated subject to delays. If the Seller becomes aware that delays will occur or considers this likely, the Buyer will be notified immediately with information about the expected new delivery time.

5.2 The Seller assumes no liability for delays.

5.3 If the delay in delivery is due to circumstances which, according to Section 11, constitute a ground for exemption from liability or are due to the Buyer's act or omission, the delivery time will be extended to the extent deemed reasonable in the circumstances.

The Seller is entitled to make partial deliveries at any time.

5.4 If the Buyer cannot receive the goods on the agreed day, or if delay on their part is considered likely, they must without undue delay inform the Seller in writing of this. At the same time, the reason for the delay must be stated and the expected time at which receipt is expected to take place.

5.5 If the Buyer fails to receive the goods on the agreed day, they are obliged to pay any payment conditional on delivery, as if delivery of the goods in question had taken place on time. If the Buyer does not collect the goods within one of the Seller's set deadline, the Seller is entitled to sell the goods to another party.

5.6 The Seller's storage of the goods after the originally agreed delivery time is at the Buyer's expense. At the Buyer's request and at its expense, the Seller shall insure the goods.

## Section 6. Duty to inspect and complaints

6.1 The Buyer must, immediately upon delivery or receipt of the goods, and always before the goods are put into use, inspect the delivered goods to ensure that they are free of defects (cf. Section 4.3)

6.2 If, in connection with its inspection of the goods, the Buyer finds that there are defects in the goods, the Buyer must immediately notify the Seller of the defects. In case of hidden defects that only appear at a later date, the Buyer must complain immediately after the Buyer should have discovered the defect and no later than 2 weeks after delivery has taken place.

6.3 If the Buyer fails to notify the Seller immediately after the Buyer has become aware of a defect, the Buyer cannot later make a claim against the Seller.

## Section 7. Defects

7.1 For a period of 2 weeks after delivery has taken place, the Seller undertakes to make replacement deliveries or rectification at their own discretion if the delivered goods do not correspond to the specifications provided by the Seller or the specifications set out by the Buyer (which are stated in the agreement) or are not of the usual quality, cf. the Seller's specifications.

7.2 However, the Seller does not have a duty to remedy and the Buyer does not have a right of complaint in cases where defects are due to the delivery not having been used in full compliance with the Seller's instructions, incorrect or inappropriate use, changes or technical interventions made without the Seller's written consent or extraordinary climatic influences, including improper storage.

7.3 If the Buyer wishes to complain about any defects, a written complaint must be made immediately after the defect has been found.

7.4 After the Seller has received a complaint about a defect in the product, which is considered to be covered by this provision, the Seller will remedy the defect or announce that there is no obligation to remedy for the Buyer.

7.5 The Seller offers to remedy parts of the delivery, on the same terms and under the same conditions as for the original delivery. However, the Seller's obligation to remedy and the Buyer's objection to defects do not apply to any part of the delivery beyond 6 months after delivery to the Buyer.

7.6. The Seller's information regarding the product is based on laboratory or technical application tests and is only indicative in the choice of product, working method and scope, and does not constitute a guarantee of the suitability of the goods for a particular purpose.

7.7. The Supplier assumes no responsibility for mistreated wooden surfaces where necessary product coatings have not been carried out or where checks on woodwork or substrates have not been carried out.

7.8 The Seller does not assume responsibility for advice on the use of the products without a separate written agreement.

## Section 8. Limitations of Liability

8.1 The Seller's liability for defects cannot exceed the maximum limits specified in Section 12, paragraph 12.4.

8.2 The Seller is not liable for indirect loss, consequential damages, operating losses, loss of data and costs for their recovery and loss of profits, whether this is due to simple or gross negligence. To the extent that the Seller may be liable to third parties, the Buyer is obliged to indemnify the Seller to the extent that such liability extends beyond the limits set out above.

## Section 9. Payment

9.1 Payment or guarantee for this must be made in accordance with the order confirmation or in cash upon delivery of the goods. Payment must be made in Denmark according to the Seller's further specification unless otherwise agreed.

In the event of payment by the Buyer after the last due date of the payment, default interest will be charged on the receivable due incl.

VAT in accordance with the Late Payment of Commercial Debts (Interest) Act unless another interest rate has been agreed. Accrued default interest and any fees are due for payment immediately and are paid before all other debts in the current payments.

The Buyer may only set off the Seller's invoice claim if the justification of the Buyer's claim is accepted by the Seller or has been established by a court ruling.

9.2 If the Seller becomes aware of circumstances which are likely to cast doubt on the Buyer's creditworthiness, the Seller shall be entitled to demand immediate cash payment of all outstanding demands. Including demands where credit has been granted and to require advance payment or collateral in respect of future deliveries.

## Section 10. Retention of title

10.1 The Seller retains ownership of the goods sold, regardless of whether delivery has taken place, until the entire purchase price and any interest/fees have been paid. The Buyer is obliged to keep the sold goods separate from other goods until payment has been made.

10.2 If a third party attempts to claim possession of items in which the Seller has retention of title, the Buyer is obliged to draw attention to the Seller's retention of title, and the Buyer is obliged to compensate all costs that the Seller may incur in connection with the third party's intervention.

10.3 If the Buyer breaches its obligation to pay, the Seller is entitled to take back the products sold. Even if the goods are taken back, it does not prevent the Buyer from paying the difference between the value of the item taken back and the Seller's receivable.

## Section 11. Exemption from liability (force majeure)

11.1 The following circumstances give rise to exemption from liability when they occur after entering into the contract and prevent its performance:

11.2 Labour disputes, strikes, lockouts and any other circumstances beyond the control of the parties, such as fire, epidemic and pandemic (including Covid-19), war, unforeseen military summonses of similar magnitude, acts of sabotage, seizure, currency restrictions, riots and disturbances, lack of means of transport, general shortage of goods, restrictions on driving forces and defects in deliveries from subcontractors, or delay in such deliveries caused by any of the circumstances mentioned in this paragraph.

11.3 The party wishing to invoke any of the circumstances mentioned shall notify the other party as soon as possible of the event which has occurred and when it is expected to cease.

11.4 Either party is entitled, by written notice to the other, to terminate the agreement when its performance becomes impossible within a reasonable time due to any of the circumstances mentioned in paragraph 11.2.

## Section 12. Product liability

12.1 The Seller is liable under the Product Liability Act.

12.2. The Seller's information regarding the product is based on laboratory or technical application tests and is only indicative in the choice of product, working method and scope, and does not constitute a guarantee of the suitability of the goods for a particular purpose.

12.3 The Seller has product liability for injuries caused by the delivery to persons and loss of dependents in accordance with the relevant legislation in force at all times.

Furthermore, the Seller assumes no product liability.

12.4. The Seller's maximum liability for product liability is € 1.000,00

## Section 13. Place of jurisdiction and choice of law

13.1 These terms and conditions are governed by Danish law and jurisdiction, but without the use of CISG.

13.2 Any dispute or disagreement arising in connection with this contract shall be attempted to be resolved through negotiation.

13.3 If the parties cannot find an amicable solution to the dispute, the dispute must be settled by a Czech court in accordance with Czech law at the Court in Praha.