

# Sales- and Delivery Terms - Sika Danmark A/S

## 1. Uses – and basis for agreements

Below sales- and delivery terms apply to all deliveries and all agreements with Sika Danmark A/S (hereafter called "Sika"). The sales- and delivery terms must be mutually binding for Sika and the customer, unless other has been expressly agreed. Sika is not bound by conditions made by customers, unless this is agreed upon in writing, even if Sika has not made any objections against demands or conditions made by the customer.

## 2. Quotations and order confirmations

Quotations made by Sika are valid for 8 days from the date of quotation and automatically cease, if customer has not accepted before this date. Sika confirms by forwarding an order confirmation that a binding agreement has been made, unless the customer has made objections before the ordering deadline.

The customer's order is not accepted until the customer has received Sika's accept of the request. Sika's quotations are not accepted until Sika has received customer's concordant accept.

Customer orders can implicitly be accepted by Sika by delivering goods within the conditions and time specified by the customer.

Orders below DKK 2.500,- net excl. VAT and taxes are charged with handling fee of DKK 350,-.

## 3. Delivery and transfer of risk

Unless something else has been expressly agreed before, delivery is "Ex Works" from the warehouse of Sika Danmark, thus the customer bears the risk for any accidental occurrence, which might affect the goods after leaving the warehouse. "Ex Works" is defined in accordance with the version of Incoterms valid at the time of the agreement.

Should Sika not deliver at agreed time, the customer may – in writing – demand delivery within a final, reasonable deadline. The customer cannot claim against Sika due to delays.

It is possible to pick up goods at Sika's warehouse. Should the goods not be picked up within 48 hours the delivery will be considered as "returned goods" with the charge of a handling fee.

## 4. Samples

Samples, forwarded to the customer, only show colors, size and quality in general, why Sika is not responsible for any deviations.

## 5. Prices

Prices for goods are excluding VAT and taxes. Sika reserves the right to adjust the prices for non-delivered products if this is based upon exchange rate fluctuation, price increases from sub-suppliers, raw material price increases, intervention from the government or similar conditions.

## 6. Packaging

Disposable packaging is included in the agreed prices and is not refunded at return. Pallets used for delivery belong to Sika and must be returned upon delivery.

## 7. Terms of payment

Terms of payment is net 30 days from date of invoice, unless anything else has been agreed before in writing. Should due amounts not be paid in time penal interest of 1% per started month will be added. In case of Sika pushing collection letters a fee of DKK 100,- per letter is added.

## 8. Returned goods

Standard goods may be returned by the customer during a period of 30 days from the date of invoice/date of delivery, however, only upon a written agreement. Returned goods must be in original unbroken packaging and marked with original number of invoice/delivery note from Sika. The customer will pay for the return delivery. Sika will credit returned goods with a 25% deduction (min. DKK 350,-) as a handling fee. Specially ordered goods, special offers and goods outside the standard product line cannot be returned.

## 9. Product information

Any product information, except for product datasheets and safety datasheets, including information on weight, dimensions, capacity or other technical data in catalogues, descriptions, internet etc. should be seen as informative, and are only binding if Sika expressly refers to such information in quotations and/or order confirmations. Specific requirements from the customer are only binding if they are confirmed in writing by Sika.

Sika reserves the right, without notice, to make product changes, if this can be done without substantial change to the technical specifications and without substantial change in product form or function.

## 10. Defects and complaints

Immediately upon receiving and before using or processing the products, the customer must control that these are flawless. Complaints of defects which are, or

should have been detected at such a control, must be claimed immediately and no later than 8 days after delivery, and in any case before using or processing.

Complaints regarding defects, delays, product liability or other claims for compensation must be forwarded to Sika in writing without any groundless delay.

Krav vedrørende mangler, forsinkelse, produktansvar eller andre krav om erstatning skal fremsættes skriftligt til Sika uden ugrundet ophold.

## 11. The Danish building supply clause

For deliveries to a construction site ("Building materials"), where Sika before the order have been made aware of the fact that the building materials permanently will be contained, Sika accepts an extended claims commitment towards the customer for 5 years after the handover of the building site, where the building materials will be contained but at the latest 6 years after delivery to the customer.

Irrespective of above the customer must, however, immediately and without any groundless delay make his claim towards Sika for defects with the building materials, which the customer have or should have detected. The right to complain will automatically cease 1 year after the customer have or should have detected the defects with the building materials.

This rule is only valid regarding deliveries which are part of a building site in Denmark, thus the rule is not valid regarding sale to distributors or other independent third party persons contemplating reselling.

## 12. Product liability

If property, which by their nature is intended for commercial use is damaged, Sika is responsible according to below rules:

Sika is not responsible for damage to property or movables, which happens while the product is possessed by the customer. Further Sika is only responsible for damage to property or movables if it can be proved, that the damage is caused by defects or negligence performed by Sika or others that Sika is responsible for.

Sika is not responsible for damage to products manufactured by the customer or products in which they are contained.

Sika is not responsible for loss of profits or other indirect loss.

To the extent that Sika may be imposed with product liability towards third party, the customer is obliged to keep Sika indemnified in the same way as Sika's liability is limited according to this rule.

Above limitations in Sika's liability does not apply if Sika has committed gross negligence.

In case of personal injury caused by the products and in case of damage to property, which by its nature is intended for non-commercial use, Sika is responsible in accordance with the Product Liability Act.

If a third party makes a claim against any of the parties for compensation according to this rule, this party must immediately inform the other party hereof.

The customer and Sika are mutually obliged to let themselves be sued by a Danish court or court of arbitration, that handles claims for damages, which are brought against one of the parties based on a damage or a loss, which is declared caused by the delivery.

## 13. Limitations of liability

Sika's liability is in each case limited to maximum twice the invoiced value of the used products.

## 14. Force majeure

Sika is entitled to annul any order or postpone agreed delivery of products and is further free of responsibility for any missing, incomplete or delayed delivery which completely or partly is due to circumstances beyond Sika's reasonable control including, without limit riots, disturbances, war, terrorism, act of god, flood, storm, fire, government regulations or restrictions, strikes, lockout, slow-down, lack of transportation, shortage of goods, illness, delays or lack of deliveries from suppliers, breakdown of machinery, lack of energy or other causes. All the rights of customer is suspended or ceased in such cases. The customer can neither in case of cancellation or delayed delivery demand compensation, claim damages or make a claim against Sika.

## 15. Disputes

Possible disputes between the parties, which are caused by or related to a purchase agreement, which is regulated by the Sales- and Delivery Terms, are settled according to Danish law with the exception of choice of law rule. Any dispute which may not be solved amicably is put before the court at Sika's venue.

In case of disputes the Danish version of sales and delivery terms will be prevailing.