

# TERMS AND CONDITIONS NOORD ApS

## 1. General information

- 1.1 All deliveries from NOORD ApS (hereinafter NOORD) take place on the basis of these common terms and conditions and apply between the parties unless otherwise agreed in writing.
- 1.2 All information concerning weight, dimensions and quality, as well as technical and other data described in catalogues, proposals and other commercial and informative materials are meant as guidelines and are only binding to the extent they expressly enter as part of one of the parties' written agreement. NOORD is otherwise entitled to make changes to specifications if this is required to comply with prevailing rules and statutes, including EU regulations, or if the deviation is insignificant.
- 1.3 All photos, visualizations and renderings are used as reference material.

## 2. Offer and order confirmation

- 2.1 NOORD's offer applies for 1 month starting from the date it is sent.
- 2.2 Upon accept of the offer NOORD will send a written order confirmation to the purchaser.
- 2.3 Amounts are given in Euro with the caveat that there prior to delivery is no significant increase in NOORD's sales and delivery expenses outside of NOORD's control, hereunder the regulation of value-added tax rates.

## 3. Terms of payment and delivery

- 3.1 Terms of payment are 30% against pro forma invoice when ordering and the balance after inspection, before shipment.
- 3.2 NOORD can assist with various photos of the goods before shipment if the purchaser does not have the opportunity to physically inspect the goods himself.
- 3.3 Time of delivery is 6 weeks to FCA (Denmark) after receipt of down payment.
- 3.4 Transittime CIF/CIP (Purchasers terminal) expected 2 weeks.
- 3.4 Delivery dates must, however, be considered to be estimates.

## 4. Insurance

- 4.1 All projects are sold FCA (Denmark) unless otherwise agreed in writing.
- 4.2 Freight prices are subject to fluctuations in the general freight market
- 4.3 Unless otherwise expressly agreed in writing by the purchaser and NOORD, goods sold CIF/CIP will be insured by NOORD.
- 4.4 Insurance on goods sold CIF/CIP shall be effected by NOORD on behalf of and in the name of the purchaser and shall be for the value of the goods plus ten per cent (or such other percentage as may have been agreed in writing between the parties).
- 4.5 All special risks involved in the carriage of the goods shall be for the purchasers account.
- 4.6 All costs arising from the insurance being effected by NOORD at the purchasers request on goods sold other than CIF/CIP shall be for the purchaser's account.

## 5. Packaging and covering

- 5.1 NOORD shall ensure that the products are packaged and covered appropriately until delivery is completed. In the event that the purchaser may have special requirements or desires in this regard, this must be reported to NOORD in writing before the agreement is entered.
- 5.2 NOORD is able to store the products for up to three weeks after the end of production. If further delay is caused by missing information from the purchaser (e.g. delivery address, contact person or final payment), NOORD has the right to charge a weekly storage fee of 95 Euro.

## 6. Purchaser's inspection duty and complaints

- 6.1 As soon as delivery is completed, the purchaser shall conduct an inspection of the products from NOORD, and if NOORD has taken on the task of installing and assembling the products, immediately after NOORD has reported the assembly as completed to the purchaser.
- 6.2 If the purchaser intends to complain about a defect, the purchaser must, as soon as the defect is or should have been discovered, notify NOORD in writing and document where the defect is. If the purchaser does not complain as described, the purchaser may not later validate the defect.
- 6.3 Complaints for a partial delivery do not allow the purchaser to terminate other partial deliveries.
- 6.4 In case of defects, NOORD has a right to rectify the situation, including a right to redeliver. If NOORD does not rectify the defect within a reasonable time frame after the purchaser complained to NOORD, the purchaser may demand a reduction in the purchasing sum or a refund if the conditions here are met with the limitations pursuant to point 7.
- 6.5 NOORD's responsibility for errors and defects does not encompass errors and defects resulting from intervention and/or changes to the sold product by a third party, natural wear, incorrect or negligent handling, overloading or a failure to comply with the included assembly/operation guidelines.

## 7. Guarantee

- 7.1 NOORD guarantees peak quality as well as Danish production. To ensure a long lifespan, NOORD uses materials of the highest quality for all our outdoor fitness equipment. NOORD offers a 10-year guarantee for structural, material and production defects. The guarantee does not cover defects resulting from negligent maintenance, ordinary wear, vandalism and faded colours.
- 7.2 The guarantee demands that NOORD's recommendations for installation and maintenance are met. Please contact us regarding the guarantee if the area is within 5km of salt water.

**8. Liability limitations**

- 8.1 The purchaser's total claims with regard to NOORD, including reductions in the purchasing sum and/or refunds resulting from NOORD's delivery of products and services to the purchaser are limited to and may not exceed the invoicing amount for the products and services sold.
- 8.2 NOORD is not responsible or liable for operational losses, loss of profits or other indirect losses related to the contract that result from delays or defects and errors in the sold products or completed work.
- 8.3 NOORD shall without unwarranted delay notify the purchaser in writing in the event there is force majeure or other conditions that NOORD does not control and is not liable for.

**9. Choice of law and jurisdiction**

- 9.1 Danish courts shall be used to determine any dispute between the parties. The Maritime and Commercial Court in Copenhagen is agreed to be the jurisdiction for any dispute springing from the prevailing agreement.