



General Terms and Conditions of Sale and Delivery

PLASTCOM A/S

1. Scope

These General Terms and Conditions (“Terms”) apply to all agreements for the sale and delivery of goods between **PLASTCOM A/S** (“Seller”) and business customers (“Buyer”), unless expressly agreed otherwise in writing. Any purchasing terms or conditions of the Buyer shall not apply unless expressly accepted in writing by the Seller.

2. Offers and Conclusion of Contract

All offers issued by the Seller are non-binding unless expressly stated otherwise.

A binding agreement shall only exist upon Seller’s written order confirmation.

Orders placed by the Buyer are binding and may not be amended or cancelled without Seller’s prior written consent.

3. Prices

All prices are exclusive of VAT and any public duties or charges.

Quantities and weights shall be determined at dispatch.

The Seller reserves the right to adjust prices due to changes in:

- raw material prices
- public duties or fees
- freight, energy or supplier costs

provided reasonable prior notice is given before delivery.

4. Payment

Payment shall be due **30 days from the invoice date**, unless otherwise agreed in writing.

Late payments shall accrue interest in accordance with applicable law.

The Seller may require advance payment or adequate security if the Buyer’s creditworthiness is reasonably in doubt.

5. Delivery

Delivery shall be **EXW (Incoterms® 2020)** unless otherwise agreed in writing.

Delivery dates are indicative unless expressly agreed as fixed.

Partial deliveries are permitted. Quantity deviations of up to **±10 %** shall be deemed contractual.

6. Termination and Cancellation – Termination for Convenience (Key Clause)

6.1 No unilateral termination

The Buyer shall **not** be entitled to terminate or cancel any order or agreement for convenience unless such right has been **expressly agreed in writing**.

6.2 Consequences where termination for convenience is agreed

Where termination for convenience has been expressly agreed, such termination shall only be effective provided that the Buyer fully compensates the Seller for all costs and commitments incurred up to the effective termination date, including but not limited to:

- goods already delivered
- goods manufactured, in production or customer-specific
- raw materials, components, packaging and tooling procured for the order
- non-cancellable supplier commitments
- documented storage, handling and administrative costs

Termination shall have **no retroactive effect** and shall not release the Buyer from any payment obligations accrued prior to termination.



7. Force Majeure

The Seller shall not be liable for failure or delay in performance caused by events beyond its reasonable control, including but not limited to war, strikes, pandemics, fire, natural disasters, governmental actions or supplier failures.

8. Quality, Advice and Use

The quality of the goods shall be governed exclusively by the manufacturer's specifications.

Technical advice, data and samples are provided without obligation.

The Buyer bears full responsibility for the selection, application, processing and compliance with applicable laws and regulations.

Unless expressly agreed in writing, the goods shall not be used for:

- medical or pharmaceutical applications
- safety-critical applications
- aerospace or aviation
- military or weapon-related purposes

9. Complaints and Defects

The Buyer shall inspect the goods immediately upon receipt.

Any complaint must be submitted in writing:

- within **7 working days** of delivery for visible defects
- within **7 working days** after discovery for hidden defects

The Seller shall determine the remedial action (replacement, repair or credit).

The warranty period is **12 months from delivery**, unless mandatory law provides otherwise.

10. Liability

The Seller's liability shall be limited to direct losses only.

Indirect or consequential losses, including loss of profit, production loss or loss of business, shall be excluded.

11. Retention of Title

Title to the goods shall remain with the Seller until full payment has been received.

In the event of default, the Seller shall be entitled to reclaim the goods.

12. Confidentiality

The content of the agreement shall be treated as confidential and shall not be disclosed to third parties unless required by law or authority.

13. Governing Law and Jurisdiction

The agreement shall be governed by **Danish law**.

Any dispute shall be subject to the exclusive jurisdiction of the court at the Seller's registered office.
