

TERMS OF SALE AND DELIVERY

The Terms of Sale and Delivery for Ease.dk, Tulstrupvej 13, 7430 Ikast, Denmark – CVR number 29324328, hereinafter called Ease.dk shall apply to all orders – and prevail over any such terms or similar terms from a customer – unless the terms are dispensed from by express written agreement. The Terms of Sale and Delivery shall be subject to changes periodically and without notice.

ORDER CONFIRMATION

When submitted, the order is binding. Upon Ease.dk written confirmation of the order, a final agreement on sale and delivery of goods has been entered. The order is accepted subject to goods, raw materials and the like being available. If unforeseen difficulties arise or if unsatisfactory credit information about the customer is obtained after the acceptance of the order, Ease.dk will be entitled to cancel the confirmed order exempt for liability of any kind or to demand provision of a fully adequate bank guarantee. The customer's cancellation of the confirmed order can only be accepted with prior written consent from Ease.dk. In case of Ease.dk acceptance the customer shall pay 10 % of the order value within 8 days from the cancellation date.

TERMS OF DELIVERY

The goods shall be delivered in accordance with ICC Incoterms 2020 **EX WORKS** by Ease.dk, Tulstrupvej 13, 7430 Ikast, Denmark, unless otherwise specifically agreed and stated in the order confirmation in exceptional cases. Ease.dk may, depending on the circumstances, assist in arranging dispatch of the ordered goods if this has been agreed in writing and accepted by Ease.dk on a case by case basis and always for the customer's account.

DELIVERY TIME AND DELAY

The delivery time will be stated in the order confirmation. Ease.dk shall be entitled to postpone the delivery time by fourteen (14) days and shall immediately notify the customer in writing of any such postponement. In the event of force majeure, cf., however, the provisions below, delivery may be postponed until the obstacle ceases and ordinary trading and transport become possible.

RETENTION OF TITLE

Ease.dk reserves the ownership of the delivered goods until full payment is affected by the customer. All costs incurred in connection with the enforcement of the retention of title shall be paid by the customer.

PRICES

All prices are stated in DKK/EURO/GBP/NOK/SEK and are exclusive of VAT. The prices are subject to changes in customs duties, other duties and exchanges rates, and may be raised until delivery is made. Ease.dk will inform the customer of any price changes.

PAYMENT

Unless otherwise agreed in writing, payment from the customer to Ease.dk will be against invoice. Payment terms will be prepayment, unless Ease.dk can obtain credit insurance of the customer, then payment is due for **10 days** from invoice date. Payment terms will be specified on the invoice. Default interest of 5% per month will be charged after the due date in the event of non- payment. Ease.dk may postpone delivery of orders or cancel orders by written notice and without incurring any liability for this if the customer is in arrears with payment for previous consignments delivered. Ease.dk reserves the right to cancel the order if payment is not made on the due date. Any financial loss that Ease.dk incurs as a result hereof shall be compensated fully by the customer.

COMPLAINTS ON NON-CONFORMITY AND REMEDIES

Any complaint on non-conformity shall be submitted in writing and must be received by Ease.dk no later than eight (8) days after delivery or - if delayed - expected delivery of the goods. In the event of non-visible damage, the complaint shall likewise be submitted no later than eight (8) days from when the defect or deficiency could have been ascertained upon careful inspection. If a part of the order is not delivered or is delayed or if part of the order is defective or deficient, the order may only be cancelled for this part of the order. Any complaint must be specific, documented and contain a precise specification on the contents of the complaint. No returns will be considered without prior written approval by Ease.dk. In the event of non-conformity Ease.dk shall not be liable for any direct or indirect business interruption loss, loss of profit, or any other consequential loss whatsoever. In any event, the maximum liability shall be equal to repayment by Ease.dk to the customer of the payment made for the delayed or defective part of the order.

CONFIDENTIALITY

The Customer cannot – neither directly nor indirectly - contact and/or place orders with suppliers used by Ease.dk from the date of signing this agreement up until 12 months after this agreement has been terminated. Should the Customer violate this confidentiality clause, the Customer shall pay a penalty of EUR 100.000. Payment of this penalty does not entitle the Customer to act in disagreement with this confidentiality clause. The payment of the penalty of EUR 100.000 should take place for each breach of this clause.

EXEMPTION FROM LIABILITY (INCLUDING FORCE MAJEURE)

The Parties shall not be liable if the following non-exhaustive circumstances of force majeure occur and prevent or postpone the performance of the Agreement: war and mobilization, riot and civil unrest, acts of terrorism, natural disasters, strikes and lockouts, scarcity of goods, faults, defects or delay in delivery from sub-suppliers or if sub-suppliers are otherwise hit by the present circumstances, fire, lack of means of transportation, exchange control regulations, import and export restrictions, death, illness or absence of key staff members, computer viruses or any other circumstances that are beyond the Parties direct control. In such case, the Party shall be entitled to postpone fulfillment of the obligation until the obstacle has ceased or, alternatively, to cancel the Agreement in full or in part without incurring any liability for this, if the obstacle causes fulfillment to be postponed for more than six (6) months.

PRODUCT LIABILITY AND LIMITATION OF LIABILITY

Ease.dk shall be liable for injury and damage caused by Ease.dk's products after the products have been placed on the market to the extent that this is required by law. Notwithstanding the above Ease.dk shall not be liable for any direct or indirect business interruption loss, loss of profit, or any other consequential loss whatsoever.

DATA PROTECTION

Processing of personal data may occur for the purposes of executing the customer's order. Accordingly, any personal data may be disclosed to other independent data controllers such as freight carriers etc. for the purposes of fulfilling the customer's order. Any processing of personal data is subject to all necessary security procedures and will be deleted when storage hereof is no longer required or necessary.

VENUE AND GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Danish law, disregarding the Danish choice of law rules to the extent that such rules would otherwise lead to the application of any other law than Danish law. The Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Any dispute, controversy, or claim arising out of or in relation to this Agreement, or the breach, termination, or invalidity thereof, which cannot be settled amicably between the Parties, shall be brought before a Danish District Court applicable to Ease.dk head office. Even if Ease.dk has initiated a court action against the customer, Ease.dk may at any stage decide to settle any dispute by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The Court of Arbitration shall have its seat in Ease.dk head office/jurisdiction, and the language to be used in the proceedings shall be Danish. The proceedings and the award shall be confidential without time limit. It is agreed that no appeal on any question of law otherwise may be made to any court.

Irrespective of the above mentioned, and in the event debt collection by Ease.dk is required, Ease.dk may at its own discretion decide to recover the debt at the customer's venue in accordance with the applicable law in the relevant country.

SPECIAL FOR GERMAN CUSTOMERS (In German):

Vereinbarung über Eigentumsvorbehalt

1. Die gelieferte Waren bleibt bis zur vollständigen Bezahlung sämtlicher Forderungen aus der Geschäftsverbindung zwischen uns und dem Besteller unser Eigentum (Vorbehaltsware).
2. Der Besteller ist berechtigt, die Vorbehaltsware zu veräußern oder anderweitig darüber zu verfügen, sofern dies in seinem Betrieb zu den normalen Geschäften gehört. Eine Verpfändung, Sicherheitsübereignung oder Sicherungsabtretung ist ihm nicht gestattet. Der Besteller ist verpflichtet, unsere Rechte als Vorbehaltseigentümer beim Weiterverkauf von Vorbehaltsware auf Kredit zu sichern. Die dem Besteller aus der Weiterveräußerung oder sonstigen Verfügung über die Vorbehaltsware entstehende Forderung tritt der Besteller schon jetzt an uns ab, wir nehmen die Abtretung schon jetzt an.
3. Eine etwaige Be- und Verarbeitung der Vorbehaltsware nimmt der Besteller für uns vor, ohne dass für uns daraus Verpflichtungen entstehen. Bei Verarbeitung, Verbindung, Vermischung oder Vermengung der Vorbehaltsware mit anderen, nicht uns gehörenden Waren steht uns der dabei entstehende Miteigentumsanteil an der neuen Sache im Verhältnis des Rechnungswertes der Vorbehaltsware zu den übrigen Waren zu. Erwirbt der Besteller Alleineigentum an der neuen Sache, räumt er uns das Miteigentum ein und verwahrt die Sache unentgeltlich für uns. Wird die Vorbehaltsware zusammen mit Vorbehaltswaren anderer Lieferanten weiterveräußert, und zwar gleich, ob ohne oder nach Verarbeitung, Verbindung, Vermischung oder Vermengung, so gilt die oben vereinbarte Vorausabtretung nur in Höhe des Rechnungswertes unserer Vorbehaltsware, die zusammen mit den anderen Vorbehaltswaren weiterveräußert wird.
4. Zur Sicherung unserer Forderungen gegen den Besteller tritt uns der Besteller auch solche Forderungen ab, die ihm durch die Verbundung des Liefergegenstandes mit einem Grundstück gegen einen Dritten erwachsen; wir nehmen diese Abtretung schon jetzt an.
5. Bei Zahlungsrückstand oder anderem vertragswidrigen Verhalten des Bestellers sind wir auch ohne vorherige Fristsetzung berechtigt, von dem Vertrag zurückzutreten und die Vorbehaltsware zurückzunehmen; der Besteller ist zur Herausgabe verpflichtet. Zwecks Zurücknahme der Ware gestattet uns der Besteller unwiderruflich, seine Geschäfts- und Lagerräume ungehindert zu betreten und die Vorbehaltsware mitzunehmen. In einer solchen Zurücknahme der Vorbehaltsware liegt kein Rücktritt vom Vertrag, es sei denn, wir erklären dies schriftlich.
6. Der Besteller ist verpflichtet, die gelieferte Vorbehaltsware auf seine Kosten gegen Feuer, Einbruch, Diebstahl und Wasserschäden versichern zu lassen.