

General conditions of sale and delivery for Wet Wipe A/S

1. Validity

The general conditions of sale and delivery are valid for all offers, sales and deliveries unless other conditions are agreed in writing.

2. Offer and accept

Sellers offer and sales materials are always preliminary. The agreement is only valid, when the seller provides an order-confirmation or the seller is effecting the order.

3. Prices

Sellers prices are exclusive of any VAT, tax, duty and other public charges. The prices are at any time and without warning subject to sellers adjustments.

4. Order confirmation

Since orders are normally made effective from stock, an order confirmation is normally not provided. Slips or invoices are for that reason the order confirmation.

5. Cancellation of orders

Any cancellation of orders has to be in writing. The Seller is entitled to invoice at any affected cancellation cost.

6. Payment terms

Payments have to be effected as of the date specified in the Invoice. If payment is later, the seller is obliged to add interest on by 2 % per month. Any reminder will be added and charged on 250,00 DKK.

7. Ownership

The Seller is the owner of any supplied goods until payment has been effected in full.

8. Re-sale

If the seller in writing permits the buyer to re-sell the products, this has to be under the same conditions as if it was the seller, who resold the products to the buyers customers.

9. Delivery

Delivery is normally within 2 working days after accepting the order. If a delivery deviates from what is ordered, the buyer must within 5 days inform the seller hereof, otherwise the sellers order confirmation or invoice will be valid. Delivery is via external distributors and any transportation cost will be invoiced to the buyer, unless otherwise agreed upon.

Delivery time is from the seller's best knowledge. The seller will inform the buyer as soon as possible in case of any delay. In the winter period delivery over week-ends and holidays will be extended 1 – 2 days to avoid damages to the goods due to bad weather conditions. Deliveries are ab Vallensbaek unless otherwise agreed upon.

10. Packaging

Delivery is normally including all packaging materials unless otherwise agreed upon.

11. Complaints

When receiving any kind of goods from seller, the buyer is required to and without any delay and within 8 calendar days to check the goods. Complaints after this term and on conditions which could have been observed within 8 calendar days will not be accepted. In general the regulations in the Sales Law (Købeloven) regarding the warranty period between operators is at any time valid. Transport damages have to be reported immediately to the seller and transport provider. Otherwise it is indifferent to the seller.

12. Product information

Any product information – nevertheless it is from the seller or any of seller's business connections - including information on technical data – are to be considered for information only and are only binding to the extent the seller makes specific references to the information. Specific requests and demands from buyer are only binding to the extent seller confirms these in writing.

On www.wetwipe.eu the last versions of product information from seller are available.

13. Product liability

The Seller is only responsible for damages caused by products on items or persons, if it can be documented, that the damage is caused by errors or neglects caused by the seller or employees of seller. The seller is under no circumstances responsible for loss, lost contribution or any other consequential or directly or indirectly losses. If a third party submits claims for damages caused by product damage, the buyer is obliged to immediately and without any delay to inform the seller hereon in writing. The buyer is at resale of products, requested to and obliged to be able to trace the products to his end users, since the seller otherwise is indifferent to any product liability.

14. Returns

Delivered goods can only be returned, if this is agreed between the seller and buyer in writing. It is in any event a mandatory condition for returned goods, that marketability of the goods is kept, that remaining shelf life is not less than 12 months, and the goods are in undamaged and unbroken packaging.

15. Force Majeure

The seller is not liable to the buyer for loss derived from conditions of an unusual nature and to which prevent, hamper or substantially increases the cost to fulfil, the sellers obligations to achieve the agreement, if these have occurred after the agreement was made or an offer provided and to which are beyond the sellers control, including force majeure situations with subcontractors.

16. Disputes

Any dispute relating to the above conditions have to be settled according to Danish law with the court in Copenhagen as the venue.

Wet Wipe A/S

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