



# Danish Bottling

## GENERAL TERMS OF SALE Danish Bottling Company A/S

These General Terms of Sale ("Agreement") are entered into by Danish Bottling Company ("DBC") and any Customer ("CU"). This Agreement shall apply as an integral part of every transaction between the Parties concerning an agreement for the supply of products, unless the provisions of this Agreement have been departed from in writing in the agreement entered into. In the event of disagreement between the provisions of this Agreement and DBC's trade terms of any kind, if any, these provisions shall supersede DBC's terms and conditions.

### 1. Legal position of the Parties

#### 1.1 Customer

The CU shall act as a buyer in his own name and on his own account.

#### 1.2 Exclusivity

Unless an agreement to the contrary has been made, DBC may enter into other and similar agreements with a third party for the sale of the same or similar products in this field as well as in other fields as stated in this Agreement.

#### 1.3 Intellectual property rights

The CU will use DBC's trade marks (word marks and shape marks) and any other signs serving as identification of DBC.

### 2. Payment and prices

All prices agreed upon between the CU and DBC shall be stated in Euro inclusive of packing and exclusive all current taxes and special taxes/duties imposed on the products, if any. DBC can, however, change its prices as a consequence of DBC's own internal cost increases or because of increases in external costs, irrespective of whether DBC has the possibility to influence these cost increases or not. Unless an agreement to the contrary has been made in writing, the prices stated are ex work. The terms of payment are net 14 (fourteen) days. On DBC's demand the

CU can be asked to make pre-payment or accept letter of credit. In case of late payment DBC may charge a default interest corresponding to 1.5% per month. DBC may also charge a reminder fee and similar fees.

### 3. Products

The Agreement comprises all the products included in the Agreement. The Agreement also comprises future products which are released in replacement of or as further development of existing products. These products shall be included in the Agreement at the same prices already agreed upon in the Agreement. On demand DBC may include in the Agreement future products or services which are complementary to and naturally associated with the existing products in the Agreement. In such cases the Parties shall set the prices of such new products/services by individual good faith negotiation, where the prices shall be adjusted partly in accordance with already established prices and partly relative to market conditions.

### 4. Warehousing

The buyer has the possibility for stocking his products. If warehousing is agreed, the rental costs are added to the price. Upon cancellation or breach of contract, all finished products must be taken immediately unless anything else has been agreed in written form. If the contract is cancelled compensation for eventual semi-finished products in stock must be paid to the seller.

Unless anything else is agreed, a warehousing period of 6 months is allowed. After 6 months, the customer is obliged to take all finished products.

### 5. Time of delivery and delay

Time of delivery shall be decided on a case-by-case basis. In the event of failure to observe the time of delivery, the CU may not cancel the agreement entered into when the time of delivery has been exceeded by less than 14 (fourteen) days.

### 6. Defects



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DBC's risks regarding a consignment shall be transferred to the CU when the supply has been delivered. Within 3 (three) days after delivery has taken place, the CU shall carry out the necessary examinations with a view to finding out whether the supply is in accordance with what has been agreed upon and to notify DBC accordingly. Lack of endorsement on the consignment note regarding visible transport damage or missing packages or the like shall result in the CU losing his rights in connection with defects.

## 7. Limitations of liability

DBC shall never be liable for operating loss, loss of profit, loss of time, loss of interest or any other indirect losses. DBC's liability to pay damages can never exceed DKK 200,000. DBC shall not hold the CU harmless for the liability which may be imposed on the CU to the extent that said liability exceeds the limits pursuant to the provisions of this Agreement. DBC shall be liable pursuant to the Product Liability Act. DBC can demand that the CU accepts that an action be brought against him at the same court as the one that deals with claims for damages against DBC. Furthermore, the CU shall lose his right to make claims against DBC, if the CU does not give DBC notice of the default in writing as soon as the CU is or should be aware that DBC may be liable to pay damages.

Labels: DBC can only be hold responsible for quality etc. on all labels if DBC's general guidelines have been followed.

Guidelines are to find on [danish-bottling.com](http://danish-bottling.com)

## 8. Force Majeure

None of the Parties can be held liable for not complying with the obligation to deliver if non-compliance is due to circumstances beyond their control as a consequence of force majeure. Force majeure includes among other things natural disasters, war, civil unrest, mobilization, failure of supply of raw materials, no transportation possibilities, bans on imports and exports, foreign exchange controls, general lock-outs or general strikes, fire or damage of the production facilities as such. In the case of DBC's force

majeure the CU may cancel the Agreement or parts thereof if DBC cannot offer similar replacement products within a period of 3 (three) months.

## 9. Termination

This Agreement shall not be terminable one 1 (one) year after its formation. After 1 (one) year the Agreement can be terminated by each of the Parties at 12 (twelve) months' notice at the end of a quarter. No amount of minimum sales has been laid down for CU unless an agreement to the contrary has been made. Where one of the Parties commits a serious breach of this Agreement, the other Party may terminate the Agreement immediately.

## 10. Assignment and amendments

Rights and obligations pursuant to this Agreement cannot be assigned unless such assignment takes place as part of an assignment to subsidiaries and/or associated companies of the Party in question or as part of an assignment in whole or in part of the Party's company or a reorganization of the Party's company which necessitates such assignment. Amendments to this Agreement can be made only if both Parties agree to it. Amendments shall be stated in an amendment to the Agreement.

## 11. Governing law and venue

This Agreement entered into by the Parties shall be governed by Danish law. Disputes between the Parties shall be settled by the ordinary courts. The Court in Aarhus (Retten i Århus) shall be the court of first instance.

## 12. Other regulations

The International Sale of Goods Act No. 733 of 7 December 1988 shall not apply to the Parties. Moreover, the provisions of this Agreement shall prevail over the non-mandatory provisions of national and international law.

Edited. November 26, 2012