

RK Plast A/S Common terms of sale and delivery

1 USE OF THE TERMS OF SALE AND DELIVERY

1.01 The following standard terms are to be used unless the parties have decided in writing that the terms can be departed from or if they have made a special agreement. All deviations from the terms and all special agreements must be in writing.
In the following the terms moulds and tools are the production equipment which is being produced or delivered to solve a specific assignment.
In the following delivery of articles or sale of services is to be understood as products that are being produced or delivered to the customer on the agreed terms.

2 MOULDS AND TOOLS PRODUCED OR PROCURED BY RK PLAST A/S

OWNERSHIP

2.01 The customer has the ownership to moulds and tools when they have been paid according to section 2.09.

RESTRICTIONS

2.02 Where customer has the ownership to moulds and tools, RK Plast A/S is not entitled to produce articles for other customers in these moulds unless otherwise agreed.

STORAGE

2.03 If moulds and tools are stored at RK Plast A/S, the company is obligated to arrange for the moulds and tools to be securely stored. Should there be any costs in connection to the storage it will be invoiced to the customer in accordance to prior notification.
If customers requests the moulds and tools stored under special circumstances, any extra costs will be invoiced to the customer.

DENUNCIATION

2.04 With 4 weeks notice, RK Plast A/S is entitled to be relieved from the obligations mentioned in section 2.03.

INSURANCE

2.05 Moulds and tools in storage at RK Plast A/S are insured by the customer. An eventually accidental destruction of the moulds and tools is for the customers own account and risk.

RETURN OF MOULDS AND TOOLS

2.06 If moulds and tools are produced or procured by RK Plast A/S, RK Plast A/S is, where nothing else has been agreed, only obligated to return moulds and tools to the customer **when fully paid** in accordance with section 2.09 and the agreed number of articles has been delivered and paid for.
If there is no agreement regarding a specific number of articles the customer can demand the return of moulds and tools specified on notice.
The return will be no later than 3 months from the customers demand, and when moulds and tools are **fully paid**. Upon termination of cooperation, all remaining payments must be paid **before** delivery.

2.07 Regardless of the stipulation in section 2.06 RK Plast A/S is entitled to restrain moulds and tools for any claims for assignments produced for the customer.

2.08 Customer can always demand moulds and tools handed over when fully paid in accordance with section 2.09 and in the following situations:

- or a) RK Plast A/S's bankruptcy
- or b) the close down of RK Plast A/S
- or c) if RK Plast A/S is unable to, or refuses to use moulds and tools to an agreed production within a reasonable time limit.

PAYMENT

2.09 Where nothing else has been agreed, the customer must pay for moulds and tools with:

- one third net cash when an agreement is concluded,
- one third net cash when the first samples are delivered
- one third net cash when the customer approves the samples, however no later than 4 weeks after the delivery of the samples, if the customer does not make a just complaint previously.

3 MOULDS AND TOOLS DELIVERED OR PROCURED BY THE CUSTOMER

3.01 Sections 2.01, 2.02, 2.03, 2.04 and 2.05 are to be used similar to the above, and sections 2.06 and 2.08 are to be used similar regarding return.

RISK

3.02 Unless a special agreement has been made, the customer endure the risk for moulds and tools to be suitable for the required production.

RESTRAINING

3.03 RK Plast A/S can restrain moulds and tools for any claims for assignments produced for the customer.

4 DELIVERY OF ARTICLES AND SERVICES

OWNERSHIP

4.01 The order is owned by RK Plast A/S **until full payment** is received.

SHIPMENT

4.02 The terms of delivery is ex works if nothing else has been agreed. The shipment will always be for the customers account and risk.

LIABILITY

4.03 In accordance with Danish law regarding purchase, the customer has one year from the delivery date to just a complaint.
There is no warranty for natural wear or damage caused by the customer on plastic articles or sales of services.
The liability of RK Plast A/S repeats if the customer does not meet the terms agreed.

COMPLAINTS

4.04 The customer is obligated to complain immediately after receiving the articles and services, if these articles should not meet the customers expectations.
The time limit is in accordance with section 4.03.
Delivered articles must be returned to RK Plast A/S with a complaint in writing.

PAYMENT

4.05 The customer must, where nothing else has been agreed, pay for articles and services in 30 days net. In the event of default in payment by the due date, RK Plast A/S reserves the right to charge interest on money overdue at the rate of 1.5 % per month.
The customer cannot withhold payment due to counterclaims against RK Plast A/S.

4.06 RK Plast A/S has the right to claim partial payment in the following circumstances:

- the customer cancels an order, when production has started
- the customer does not buy according to agreed time limit, but the production at RK Plast A/S has proceeded according to plan and any delays has been in agreement with the customer.
- the customer claims bankruptcy, suspend payments or is declared insolvent.

5 DISPUTE AND LAW

5.01 These terms and conditions will be governed in all respects in accordance with the laws of Denmark and subject to the exclusive jurisdiction of the Danish courts.