

UK

Terms of Sale and Delivery for ST Skoleinventar A/S

Effective from January 1st, 2020

HEAD OFFICE

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NORWAY

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UNITED KINGDOM

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BANK INFO

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Bank: Nordea
GBP Transfer:
Iban: DK 9320005036447267
Swift: NDEADKKK

1 Application and legal effect

1.1 All deliveries from ST Skoleinventar A/S must be done in accordance with these terms of sale and delivery (hereinafter referred to as the "Terms of business"), unless these are derogated from by an express written agreement with ST Skoleinventar A/S.

1.2 The buyer's specification of specific or general terms in the tender material, order, terms of purchase, etc. are not regarded as deviations from the terms of business, unless ST Skoleinventar A/S has accepted such deviations expressly in writing.

2 Offers and prices

2.1 A binding agreement between the buyer and ST Skoleinventar A/S is not regarded as settled before ST Skoleinventar A/S has submitted the order confirmation or another written confirmation to the buyer.

2.2 Any objections from the buyer to the contents of the order confirmation or to the agreement basis as such must be presented in writing and be received by ST Skoleinventar A/S no later than three working days after the buyer has received the order confirmation.

If the deadline is not observed, the buyer loses the objection right towards ST Skoleinventar A/S in every respect.

2.3 An offer made by ST Skoleinventar A/S is binding for 60 days from the date of the offer, unless other arrangements are stated in the offer.

2.4 The offer price only includes the furniture and components as well as the services, which have been specified in the offer, regardless of what otherwise has been included, suggested and discussed with the customer in connection with the specific ST Skoleinventar A/S project.

2.5 Unless other arrangements expressly appear in the offer or order confirmation or any other agreement, transport, pallets and installation are not included in the offered price, but will be invoiced separately by ST Skoleinventar A/S in addition to the fixed price stated in the offer. In case the installation is included in the offer, this comprises, when nothing else is stated, only the furniture and components that are delivered by ST Skoleinventar A/S. The installation does not comprise elements and components from the buyer or a third party, unless otherwise agreed in writing.

2.6 In case of any changes in the VAT, customs or export duties, or as a result of regulative or legislative

steps in Denmark or abroad, any unforeseen initiatives and/or costs occurring after placing the order but before the execution of the project, ST Skoleinventar A/S is entitled to separately collect such unforeseen costs from the buyer, as a supplement to the agreed price.

3 Mounting

Is the offer including mounting, the following is required:

3.1 The mounting can be completed without interruption.

3.2 The premises are closed with e.g. windows, roof etc. as well as the room temperature is min. 16-18 C.

3.3 The premises are 100% tidy, clean and ready for mounting.

3.4 It is required that other enterprises such as painting, flooring, plumbing, and electric installations are completed in order for the fitters to commence the mounting immediately after arrival.

3.5 There must be access to 230 V sockets close to the assembly site.

3.6 If sinks and fixtures are including in the mounting, piping and connection to existing installations are not included.

3.7 Appliances are excl. plugs, cords and connections.

3.8 Any additional hours will be charged at GBP 77,00 per hour.

3.9 If disassembly of already fixed furniture is required, mounting hours will be invoiced at GBP 77,00 per hour.

4 Prices

4.1 The price given by ST Skoleinventar A/S is exclusive of the current VAT, duties, pallets and other packaging. Unless otherwise agreed, the price is always Ex Works according to INCOTERMS 2010.

4.2 ST Skoleinventar A/S is entitled to regulate the price during the production, in case of any unforeseen increases in the rate of exchange, taxes to the public authorities, extraordinary increases in raw material prices or other circumstances beyond the control of ST Skoleinventar A/S.

4.3 The price lists of ST Skoleinventar A/S are indicative prices, and are thus subject to potential errors in the price lists. ST Skoleinventar A/S reserves the right to change the price lists without further notice (product range and prices).

5 Design (Design Freeze)

The price presupposes that design deadlines are kept and that changes in design, measures on elements and colours are frozen minimum 10 weeks prior to approval and startup on drawings for production.

Any design changes after freeze of production will result in costs for changing of drawings, production programs and rescheduling of existing production pipeline.

6 Locks

Price on the locks presupposes that the locks are bought from ST Skoleinventar's standard suppliers and not from a locksmith or another supplier. The price also presupposes that the locks are factory fitted.

ST Skoleinventar A/S needs full information and details minimum 8 weeks prior to production startup.

Warehouse rent amounts to 2 percent of the affected order price per week.

7 Invoicing, payment and ownership reservation

7.1 The term of payment is 14 days net, unless otherwise agreed.

7.2 ST Skoleinventar A/S is upon request entitled to demand full security as to the buyer's capability to meet his obligations in connection with the agreement. This security can be submitted in the form of a bank guarantee on demand. The bank guarantee must be issued by an approved Danish or for foreign customers international approved financial institution, and must be issued within 10 days after ST Skoleinventar A/S has requested the bank guarantee from the buyer. If such a guarantee is not provided within the stated time limit, ST Skoleinventar A/S reserves the right to cancel the offer/agreement without further reason, regardless of the buyer's acceptance of the offer in the intervening period. If ST Skoleinventar A/S requests a security, the production cannot be initiated before the bank guarantee has been received. The buyer's delay in submitting the security entitles ST Skoleinventar A/S to set a new date of delivery.

7.3 In case the buyer does not observe the time of payment stated on the invoice, ST Skoleinventar A/S reserves the right to withhold further deliveries, until a full (efficient) payment has taken place. In such cases, ST Skoleinventar A/S is without further notice entitled to change the terms of payment for future deliveries. The findings of any defects or complaints does not entitle the buyer to withhold any part of the payment.

7.4 By deliveries of less than GBP 30,000, ST Skoleinventar A/S is, regardless of whether this is stated in the offer, order confirmation or any other agreement, entitled to carry out invoicing on account for each part delivery and for finished (though not yet delivered) goods.

7.5 By deliveries of more than GBP 30,000, ST Skoleinventar A/S is, regardless of whether this is stated in the order confirmation, entitled to carry out invoicing in accordance with the following principle: 50 % of the agreed price at the placing of the order, 40 % by delivery and 10 % by completed installation. In case ST Skoleinventar A/S is not in charge of the installation, the last 10 % are invoiced after the expiry of the 3 days' duty of inspection in § 10.1.

7.6 The payment must, unless otherwise expressly agreed, take place as a bank transfer to the account of ST Skoleinventar A/S. The transfer is at the expense of the buyer. By an exceeding of the time of payment, the buyer pays interests according to the current lending rate set by the National Bank with a supplement of 7% per year from the latest punctual time of payment, and until the amount has been transferred to ST Skoleinventar A/S. Interests are added each month.

7.7 ST Skoleinventar A/S reserves the right of ownership of any delivery, until the purchase sum, incl. interests, has been paid.

7.8 The buyer is not entitled to set off any counterclaims against ST Skoleinventar A/S, unless such counterclaims are accepted in writing by ST Skoleinventar A/S, and the buyer is furthermore not entitled to withhold any part of the purchase sum due to counterclaims and/or objections of any kind.

7.9 ST Skoleinventar A/S is entitled to demand an administration fee of GBP 37,00 for each issued invoice. The amount will among other things cover environmental, oil and packaging duties.

8 Delivery

8.1 Unless otherwise agreed in writing, the terms of delivery are Ex Works (EXW) from ST Skoleinventar A/S factories and in connection with any direct deliveries of commodities from the subsupplier's production or warehouse. The terms of delivery are based on the definitions in INCOTERMS 2010.

8.2 The agreed time of delivery is stated in the offer, order confirmation made by ST Skoleinventar A/S or any other agreement. In case the buyer has to send or inform ST Skoleinventar A/S of specifications, measures, drawings, etc. that are necessary for the execution of the delivery, ST Skoleinventar A/S must receive these no later than at the time of issuing the final order confirmation. If the buyer fails to comply with this time limit, ST Skoleinventar A/S is no longer bound by the stated time of delivery. ST Skoleinventar A/S will set a new time of delivery, when the required information, etc., has been received. The new time of delivery does not necessarily have to be extended proportionally with the time during which the buyer was in delay with the required information. ST Skoleinventar A/S will set a new time of delivery based on a thorough evaluation of the product complexity, the production capacity and the buyer's expectations.

8.3 Regardless of the above mentioned, ST Skoleinventar A/S is entitled, if necessary, to extend the agreed time of delivery by up to 30 days from the expiry of the set date of delivery, provided that ST Skoleinventar A/S before this time informs the buyer of this extension. A delay due to an extended delivery does not entitle the buyer to cancel the order.

8.4 In case the delivery, due to the buyer's circumstances, cannot be carried out, ST Skoleinventar A/S reserves the right to a full and complete invoicing of all products and purchased goods. Agreed services that cannot be cancelled will also be invoiced. The goods can be stored for the buyer's account and risk either at the ST Skoleinventar A/S warehouse or at another depot. Warehouse rent amounts to 2 percent of the affected order price per week. ST Skoleinventar A/S is entitled to demand storage rent in case the storage of the goods is to be handled by ST Skoleinventar A/S. All agreements on storage rent, in terms of prices, periods and specific factors in regards to the storage, must be made in writing, and all storage is entirely for the buyer's own account and risk. In case the buyer has not collected the delivered products within 6 months from the agreed date of delivery, ST Skoleinventar A/S is entitled to sell the

products to a third party for the best achievable price, or to destroy the product for the buyer's account. ST Skoleinventar A/S can also demand that the buyer pays the difference between the price and the destruction costs.

8.5 The offer includes delivery at one address only, however, provided the following:

- There must be free access on a fixed lane, with space for an 18 m lorry.
- All premises must be freely accessible and emptied for building materials, loose fixtures, etc. to ensure smooth handling of materials.
- Pallets are invoiced separately.

9 Drawings, descriptions, approvals and guidance

9.1 The dimensions and other technical data specified by ST Skoleinventar A/S in estimates, folders, drawings, descriptions or user manuals are indicative, and ST Skoleinventar A/S does not take the responsibility for any errors in this material. ST Skoleinventar A/S reserves the right to change specifications and descriptions without further notice.

9.2 Delivered samples are regarded as type samples. ST Skoleinventar A/S assumes, unless this is agreed in writing, no responsibility for the accordance of the delivered goods with this. Product specifications, quality and quantities are exclusively delivered in accordance with the submitted order confirmations. As a supplement to the order confirmation, an approved drawing documentation can be enclosed by arrangement with the customer.

9.3 By any discrepancies between the drawing and the specification in the offer, the order confirmation or any other agreement, the order confirmation always prevails.

9.4 All type samples, drawings and technical documents of any kind concerning ST Skoleinventar A/S' products and the manufacture of these, which either before or after the agreement has been entered are handed over to the buyer, remain the property of ST Skoleinventar A/S. If these type samples, drawings or technical documents are used by the buyer for manufacturing products at other suppliers than ST Skoleinventar A/S, ST Skoleinventar A/S reserves the right without further notice to claim a compensation to cover ST Skoleinventar A/S's loss, alternatively issue an invoice for the time and costs spent on producing the type samples, drawings, technical documents, etc. in question.

9.5 Unless otherwise agreed in writing, the buyer alone bears the risk of fulfilling all approvals, conditions and/or achieving permission to import the goods into the buyer's country and to the installation or other use of the products comprised by the agreement. ST Skoleinventar A/S is only obliged in accordance with the general rules of law concerning product liability.

9.6 If it has been agreed that ST Skoleinventar A/S is to install the entire or part of the delivery, all preliminary work must be completed before ST Skoleinventar A/S' fitters arri-

ve at the assembling place, in order to avoid that the fitters are delayed or bothered by e.g. other workmen, stored material, construction waste, or by any other goods, items or physical hindrances of no concern to the fitters.

9.7 At the start of the installation, the rooms must be empty and easy to access, and the buyer must ensure that the rooms are properly dehumidified and heated and the availability of electrical working power and lightning. The buyer is obliged, no later than 14 calendar days before the agreed assembling, to inform ST Skoleinventar A/S in case: 1. The rooms are not in the agreed condition and by that not ready for the fitters from ST Skoleinventar A/S. 2. In case any dangerous material etc. has been found in the rooms, e.g. materials containing asbestos or other dangerous substances (e.g. PCB, lead dust, etc.) in the rooms.

9.8 The buyer is obliged to ensure that all access conditions in the shape of access roads, unloading and access to buildings and rooms enable the freight forwarder and the fitter to transport the goods efficiently and safely into the rooms, where the goods according to the mutual agreement are to be stored or installed.

9.9 In case the terms in sections 9.6, 9.7. and 9.8. are not adhered to, ST Skoleinventar A/S reserves the right to balance and invoice the extra hours spent on extra installation time. In case the conditions are not as expected, the customer will be informed, so that the customer can decide whether the installation is to be carried out or postponed. In this connection and if the customer wishes so, ST Skoleinventar A/S can prepare an estimate of the expected number of extra hours spent on carrying out and completing the installation under the changed circumstances. In case the customer is in delay as for the preparation of the rooms, and the installation as a result of that cannot be carried out as planned or on the basis of the agreed preconditions, ST Skoleinventar A/S must be informed as soon as possible. If a notice of a delay or of changed access conditions is informed later than 14 days before the scheduled start of the installation, ST Skoleinventar A/S reserves the right to invoice the customer the costs that have occurred in connection with the delay.

9.10 Documented time and costs spent on ST Skoleinventar A/S' fitters as a result of the buyer's failure to comply with the above-mentioned terms in 9.6 and 9.7 as well as for transport and waiting time must be paid by the buyer upon request from ST Skoleinventar A/S.

10 Duty of inspection and complaints

10.1 The buyer is obliged, immediately or no later than 3 days after receiving the delivery, to inspect the goods in order to find any defects. If the buyer fails to do so, and if any damages or defects, that should have been found, are discovered subsequently, the buyer loses the right to complain about these conditions. If it has been agreed that ST Skoleinventar A/S is in charge of the installation of the delivered goods, the buyer is obliged, no later than 3 days after completed installation, to carry out the required inspection in order to establish any defects/shortcomings.

10.2 In case other terms of delivery than "Ex Works", cf. 8.4 have been agreed and ST Skoleinventar A/S has the responsibility and risk for the transport, complaints over freight damages must be submitted by the buyer or another receiver of the delivery by a note on the consignment note directly to the carrier immediately at the receipt. If no complaints have been made by means of a note on the consignment note, all claims from the buyer towards ST Skoleinventar A/S, as a result of damages occurred during the transport, will lapse.

10.3 If a delivery has a defect, which could not have been discovered in the inspection mentioned in point 10.1, the buyer must, without further delay after the defect has been discovered or should have been discovered, submit a written complaint to ST Skoleinventar A/S. The complaint must contain a precise and thorough specification and description of the defects/shortcomings as well as an identification of the missing unit(s) in the delivery.

11 Warranty

11.1 Unless otherwise agreed in writing, ST Skoleinventar A/S provides a warranty on new products according to the Danish law in force at any time.

11.2 ST Skoleinventar A/S' duty of remedy does not comprise the results of natural wear and tear, damage, lacking observance of the service regulations, insufficient maintenance, insufficient or inappropriate operation and/or assembling (including a disregard of the given assembling and/or operation regulations), an accident for which nobody is at fault, or other circumstances for which the buyer has the responsibility or risk. Circumstances like these are moreover not regarded as manufacturing defects.

11.3 White goods sold and invoiced by ST Skoleinventar A/S have a maximum warranty of two years applies regardless any local legislation.

12 Liability

12.1 ST Skoleinventar A/S' liability to pay damages to the buyer cannot exceed the invoice amount of the delivery. A liability for damages can however in this way never exceed the maximum achievable compensation on ST Skoleinventar A/S's general liability and product liability insurance.

12.2 ST Skoleinventar A/S' liability for defects/shortcomings is limited to either a new delivery or remedy of the product items in question. Alternatively, ST Skoleinventar A/S can choose to credit the buyer an amount determined by ST Skoleinventar A/S, which cannot exceed the price of the missing part of the delivery (settled exclusive of VAT). Only ST Skoleinventar A/S has the responsibility and authority to decide which form of remedy is to be executed.

12.3 ST Skoleinventar A/S can never be held responsible for any lost profits, losses of a third party, operating losses, including losses in connection with a delay in building constructions, industrial production, etc. or other indirect losses.

12.4 ST Skoleinventar A/S cannot be held responsible for any damage to property or chattels, which occur while the product is in the buyer's possession. Furthermore, ST Skoleinventar A/S is only responsible for damage to property and chattels if it can be proven, that the damage is caused by errors or neglect by ST Skoleinventar A/S or others for whom ST Skoleinventar A/S is responsible.

12.5 ST Skoleinventar A/S is moreover not responsible for damages to products manufactured by the buyer, or for damages to products delivered by ST Skoleinventar A/S, but contain products, semimanufacture, or material produced and/or delivered by the buyer.

12.6 In case a product liability is imposed on ST Skoleinventar A/S by a third party, the buyer is obliged to indemnify ST Skoleinventar A/S to the same extent as ST Skoleinventar A/S's liability is limited according to point 12.1.

12.7 ST Skoleinventar A/S is only responsible for its own deliveries, unless otherwise agreed in writing. ST Skoleinventar A/S is not liable for errors and shortcomings originating from work performed by independent subcontractors, unless they are hired and paid by ST Skoleinventar A/S.

12.8 Agreements with other subcontractors can be made by ST Skoleinventar A/S on behalf of the buyer with the buyer's authorization. However, ST Skoleinventar A/S takes no responsibility for the subcontractor's work, including possible damages or other actions giving rise to liability, for which the subcontractor concerned is responsible.

12.9 ST Skoleinventar A/S' liability only comprises shortcomings, which appear within 2 years from the delivery, respectively the completion of the installation. This liability is only effective, provided that the delivered and possibly installed goods by ST Skoleinventar A/S have been serviced and maintained on a regular basis. Expectations and demands on the regular execution of service and maintenance are described in the standard maintenance instruction, which is always handed out in connection with the delivery and possible assembling of the goods. The buyer is obliged to ensure that the ST Skoleinventar A/S standard service and maintenance instructions have been received and that the relevant personnel have been given a proper review of the instructions.

13 Force majeure

13.1 The following circumstances result in an exemption from liability for ST Skoleinventar A/S, when they occur after the agreement has been entered and hinder or postpone the execution of the agreement:

War and mobilization, rebellion and riots, natural catastrophes, strikes and lockouts, shortage of goods, significant downtime and defects or delays in deliveries from sub-suppliers, fire, insufficient means of transport, exchange controls, import-/export restrictions and other circumstances on which ST Skoleinventar A/S has no influence.

13.2 In these cases, ST Skoleinventar A/S is entitled to choose to cancel the order or part of the order, without this being regarded as a breach of the contract, or to deliver the goods, when the hindrances have ceased.

14 Governing law and jurisdiction

14.1 Any disagreement or dispute between the parties in connection with the agreement, including the proper comprehension and extent of the Terms of Business, is settled by the district court in Aarhus and the Danish law is governing.

14.2 ST Skoleinventar A/S is however entitled to bring legal proceedings to the court in the jurisdictional district, where the buyer's place of business and/or head office is situated.

14.3 The parties are mutually obliged to accept being sued at the court of law that handles claims for damages, in connection with lawsuits which have been raised by a third party against one of them concerning product liability.

ST Skoleinventar A/S, January 1st, 2019