

Terms and conditions of sales and delivery

1. Scope and commencement

These general terms and conditions of sale set the standard terms and conditions under which Controlled Polymers A / S ("CP") sells and delivers products manufactured by CP to the buyer, and applies to all offers and deliveries, unless otherwise agreed in writing. CP is not bound by any conflicting terms of purchase or reservation made by Buyer, although CP has not expressly opposed them. Buyer may not assign its rights and obligations under these General Terms and Conditions. If one or more provisions of these conditions are declared invalid, this will not affect the validity of the other terms of the agreement. These general terms of sale and delivery apply to all expeditions as of November 22, 2024, and supersede all previously stated terms of sale and delivery.

2. Quantity, weight

CP is entitled to over or under deliver up to 10% from the agreed weight however, greater deviation may occur as CP as a starting point produces from unbroken packaging units (bags) of polymers. Waste will always occur in connection with productions.

3. Product information, quality and confidentiality

The in connection with production-associated recipes, production methods and process parameters, etc. is the property of CP and will not be disclosed without written agreement. Material specifications, recipes, production methods, etc., which the customer has acquired in connection with the cooperation with CP must not in any way be transferred to a third party - infringement will result in compensation claim.

When selling commodities (raw materials, additives, etc.), these are sold on customary terms based on the manufacturer's own specifications. CP does not provide separate material property data / specification sheets on manufactured products. Special approvals for basic materials such as UL94 fire approvals etc. cannot normally be maintained after dyeing and compounding. CP cannot be held responsible for processing, usage, intended use, and / or disposal of CP manufactured products.

4. Delivery and delivery time

Delivery takes place in accordance with the INCOTERMS applicable at the time of the agreement. If no delivery clause has been specifically agreed, deliveries are made as Ex Works.

If the parties, instead of a specific delivery time, have agreed on a period within which delivery must take place, this is counted from the conclusion of the agreement.

5. Delay

If delivery delay occurs for reasons for which the buyer is responsible, the delivery time must be extended taking into account circumstances, which in this case can be considered reasonable. This provision applies regardless of whether the cause of delay occurs before or after the expiry of the agreed delivery time. If CP does not deliver the products within the agreed delivery time or within the extended delivery period referred to in the previous section, the buyer shall be entitled to set a reasonable time limit for delivery by giving written notice to CP and thus indicate that the buyer intends to cancel the agreement, if delivery is not made within this time limit. If delivery has not been made within the final deadline, the buyer has the right to cancel the agreement in respect of non-delivered products by written notice to CP. If the agreement is for successive delivery, each delivery must be regarded as a separate sale. In the case of delayed partial deliveries, the buyer is therefore not entitled to cancel the agreement. If a partial delivery is delayed, CP is entitled to postpone subsequent partial deliveries to a similar extent. If the buyer cancels the agreement in accordance with this paragraph, the buyer is entitled to claim within a reasonable time the compensation of the CP for the documented and directly incurred additional costs that the buyer has incurred and has not been able to avoid, by purchasing a similar product from another supplier. This will exclude the buyer from any other right to compensation due to CP's delivery delay. Thus CP will never be obliged to compensate the buyer for loss of production, loss of profit or other indirect damage due to delay. If the buyer does not cancel the agreement, the buyer is not entitled to compensation due to CP's delay.

6. Price and Price adjustment

Sales prices are exclusive of value added tax (VAT). If a fixed price is agreed upon and if the export or import duty, customs, tax on export, import and delivery or other similar tax is imposed for the product after the conclusion of the agreement, the price must be changed accordingly, unless the agreement takes into account the tax introduction or change.

For orders <5,000.00 DKK / order, a handling fee of 250.00 DKK / order may be charged. Price changes on basic material, additives and other aids are regulated from order to order. Agreed prices will be updated by agreement.

7. Payment and ownership

Unless otherwise agreed, payment must be made within 30 days of the invoice date. If the buyer does not pay in a timely manner, CP is entitled to charge the interest rate at 1.75% per commenced month. If the buyer refuses to receive the products on the agreed date, payment must nevertheless be paid as if delivery was made in accordance with the agreement. Notwithstanding any shipping term, title to any products sold passes to buyer upon handover of products by CP to the carrier. If the buyer resells the products to a third party before CP has received full payment thereof, the proceeds from the sale must first and foremost be used to pay all amounts owed to CP.

8. Insolvency etc.

If there is reasonable cause to assume that the buyer cannot fulfil his payment obligation, CP is entitled to demand that satisfactory security is provided. If this does not happen immediately, CP may terminate the agreement in writing with regard to non-delivered products. The buyer must reimburse all CP's expenses and costs in connection with the recovery of overdue invoice amounts. CP may terminate the agreement with immediate effect upon written notice to the buyer if the buyer materially breaches the agreement or any other agreement entered into with CP. Under these general conditions, material breach shall include, but not be limited to, situations where:

- (i) the Buyer does not fulfil its obligations as they mature
- (ii) the buyer enters into chord negotiations with his creditors
- (iii) put all or part of the Buyer's property under administration or
- (iv) the buyer files a liquidation, settlement, restructuring / payment suspension or is declared bankrupt.

If CP terminates the agreement in accordance with the terms, cf. the second paragraph above in point 8, all outstanding payments will be expedited automatically and become due immediately. In such cases, however, CP is obliged to provide a discount for early payment of the outstanding payments. The discount must be calculated based on the higher of the two rates below:

- (i) 1.5% per month over the current monthly base rate set by CP's bank, or
- (ii) 2% per year above the annual discount rate set by the National Bank.

CP shall be released from its obligations under the agreement from the time CP terminates the agreement, except for guarantees provided on products delivered and paid prior to the date of termination. Buyer may not withhold, set off or deduct claims against CP from amounts owed by Buyer to CP under the agreement or any other agreement entered into with CP.

CP's obligation to deliver the Products will cease if the Buyer fails to make timely payment of all sums due by the Buyer at the time of delivery under the Agreement or any other agreement entered into with CP. Furthermore, CP is entitled to suspend delivery of the products if the buyer is guilty of default. Such suspension of delivery does not affect CP's other rights under the Agreement or any other agreement entered into with the Buyer. CP is not obliged to resume delivery until the buyer has paid all sums due, including all costs and accrued interest.

The Buyer is solely responsible for obtaining all such licenses, foreign exchange control documents and other permits necessary for the export, import, use and payment of the Products. The Buyer is not released from its obligations under these General Terms due to a lack of permits or approvals of any kind.

9. Errors and defects

Subject to the restrictions set out below, all guarantees provided by the manufacturers of the products included in the recipe apply to all deliveries. CP is only responsible for the quality of the product and other characteristics in accordance with the information defined in the agreement by CP, expressly for the purpose of the sale.

CP undertakes for up to 6 months from the date the product is delivered, or the shorter shelf life that may be specified and which typically applies to the product, to replace products that are defective upon delivery. Notification of defects and shortcomings of an item in the products must be made in writing and without unreasonable delay, counting from the day the buyer discovered or should have discovered the defect, latest within 8 days of the delivery date. Furthermore, in the case of errors and deficiencies, which the buyer should have discovered without difficulty upon receipt, it is incumbent upon the buyer immediately after receipt, to notify CP of the error. If the Buyer fails to notify any of the conditions set out in this section, the Buyer shall lose the right to exchange pursuant to above.

In addition to what is prescribed in this section, CP is not responsible for defects or failure to replace defective product. CP is therefore not obliged to pay compensation to the buyer for loss of production, loss of profit or other indirect damage. Furthermore, CP is not liable for damages due to errors with amounts higher than the value of the product delivered. However, this limitation of CP's liability does not apply if CP is guilty of gross negligence. For all inquiries regarding errors and deficiencies, the item number and batch / lot number must be stated as a minimum. CP's applicable Customer Complaint Form F6-1-7 must be used e.g. to describe and clarify the buyer's misconception, solutions and potential compensations.

10. Liability for damaging properties of the product (product liability)

CP is only liable for personal injury if it can be shown that the damage was caused by negligence by CP or by the person for whom CP is responsible. CP is not responsible for damage to real estate or movable property that occurs when the product is in the buyer's possession. CP is neither responsible for damage to products made by the buyer nor to products in which they are included. Furthermore, CP is not liable for damage to real or movable property in accordance with the conditions that apply to personal injury. CP is not responsible for any loss of production, loss of profit or other indirect damage under any circumstances. To the extent that CP is liable for product liability against third parties, the Buyer is required to indemnify CP to the same extent as CP's liability is limited in accordance with the preceding sections of this paragraph. The above limitations in CP liability do not apply if CP is guilty of gross negligence. If a third party makes a claim against CP or the buyer for compensation for damage referred to in this paragraph, the other party must be informed immediately. A party is required to appear before the court or arbitration tribunal that has dealt with the claim for damages against one of the parties if the claim is based on damage alleged to be caused by the products supplied.

11. Liability (Force majeure)

CP shall not be liable to the buyer for any delay or failure in the performance of its obligations if following circumstances impede the performance of the agreement or become unduly burdensome:

Labour conflict and any other circumstance that the parties cannot control, such as fire, flood, war, mobilization or unforeseen military summons of similar scope, requisition, seizure, currency restrictions, riots and disturbances, lack of means of transport, ordinary scarcity of goods, restrictions on power, and deficiencies or delays in deliveries from subcontractors due to about mentioned situations.

Circumstances that occurred prior to the conclusion of the agreement will only result in discharge if their influence on the performance of the agreement could not be foreseen at this time. It is incumbent on a party who wishes to invoke liability, in writing, to notify the other party immediately upon its occurrence and termination. If liability prevents the buyer from receiving a product, the buyer must reimburse CP for the expenses incurred by CP to secure and protect the product. If the fulfilment of the agreement is delayed for more than 6 months due to the discharge referred to in the first subparagraph, each party shall, without limitation what otherwise applies under these provisions, have the right to terminate the agreement by written notice to the other party.

12. Limitation of Liability

Notwithstanding any other provision of these Terms of Sale, Buyer understands that CP's liability to Buyer may never exceed the invoiced price of the Products. CP assumes no responsibility for any operating loss, loss of earnings, loss of time or loss caused by the use of a ship, machinery or equipment. CP is under no circumstances liable for any special or indirect loss or damage. CP assumes no responsibility for infringement of any third party's intellectual property rights caused by Buyer's use of the Products.

13. Deadline

Subject to indispensable personal injury and death laws, Buyer may not claim damages against CP, either under the agreement or under general tort law, in relation to acts performed or products delivered under the agreement (including claims relating to defective products, services or goods), unless such claims have been notified to CP in writing within 1 months of delivery.

14. Disputes

Disputes arising from this agreement must be settled under Danish law and dealt with by an arbitration court in accordance with the Arbitration Act. Arbitration must take place at the Arbitration Institute in Copenhagen. In the event of a buyer defaulting on payments, this arbitration clause shall not prevent CP from bringing civil action for the purpose of obtaining enforceable judgment.