

## General terms and conditions of sale and delivery – November 2022

1. The following general terms and conditions of sale and delivery apply to any offer, sale and delivery, unless otherwise explicitly agreed in writing.
2. **Offer, order confirmation and prices:**

Offers made in writing are applicable for a period of 30 days, which means that the Purchaser shall accept an offer within 30 days of the offer date. If on receipt the offer is not in accordance with the order, the Purchaser is obliged to make the Vendor aware of this fact, so that the offer can be amended. Lithomex is willing to provide an estimate of consumption. However, Lithomex is not in a position to influence actual conditions and cannot therefore be held liable for incorrectly calculated quantities and the consequences thereof.

Equipment hire is calculated from the delivery date, unless otherwise explicitly agreed in writing. Weekends and public holidays are not included in the calculation.
3. **Conditions of payment:**

Lithomex' usual conditions of payment are 21 days net, unless otherwise explicitly agreed in writing. In the event of payment after the due date, interest will be charged at the official rate applicable at any given time.
4. **Retention of title:**

Goods sold remain the property of Lithomex until receivables connected with the order are paid in full.
5. **International deliveries:**

Orders received before 12 noon on a normal working day will usually be ready for pick-up from the Lithomex warehouse on the next working day. Delivery will take place with no undue delay and will depend on transport distance. The agreed delivery clauses will be interpreted in accordance with the Incoterms applicable to the carrier engaged by Lithomex. Delivery will be made EX WORKS, unless otherwise explicitly agreed in writing.

Depending on the season, goods cannot always be assumed to be in stock. In certain cases, the Purchaser must allow additional delivery time.
6. **Returned goods:**

Unused filler products may only be returned by prior written agreement. A return fee of 20% will be charged on return and, if the pallets returned are not complete, a return and repacking charge of 30% will be charged, unless otherwise agreed in writing. Goods that are more than two months old cannot be returned. Damaged goods are the sole responsibility of the Purchaser. The cost of returning the goods is covered by the Purchaser. Products other than filler products cannot be returned. In the event of an incorrect order, the customer is liable for return transport.

Filler products must be stored in a dry place and must not be exposed to freezing temperatures.
7. **Liability and delays:**

Lithomex is not liable for operating losses, loss of profit or other financial consequences incurred by the Purchaser or a third party as a result of a delay. Lithomex is solely liable for losses that do not exceed the purchase sum for a delayed delivery. (Waiver) Lithomex is not liable for delays unless the Purchaser can prove that the delay is due to negligence on the part of Lithomex A/S or others for whom Lithomex A/S is responsible.
8. **Responsibility for errors and defects:**

Lithomex shall not be responsible for defects and deficiencies caused by the Buyer's use of the Product contrary to the instructions for use, terms of use and maintenance instructions applicable to the Product at any time, as well as defects and deficiencies caused by the Buyer's further processing of the Product delivered. In the event of defects, Lithomex shall be entitled within a reasonable time to, at its option, i) remedy or replace the defective product at no cost to the buyer, or ii) take back the defective product against refund of the purchase price of the defective product. Lithomex cannot be held liable for an amount that exceeds the invoice value (excluding VAT and taxes) of the products that are defective.

Upon Delivery, the Buyer is obliged to carry out a proper inspection of the delivered goods before they are taken into use; any defects must be notified to Lithomex without undue delay. Lithomex is entitled to remedy defects, including redelivery, within a reasonable time. Buyer loses the right to invoke defects in products if the complaint has not been made within a reasonable time.

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9. **Product liability:**

Lithomex is not liable for the Purchaser's use of the products. Lithomex is not liable for operating losses, loss of time, loss of profit or other financial consequences incurred by the Purchaser or a third party in consequence of using faulty products. In the event that a third party lodges a product liability claim against one of the parties, the accused party must inform the other of the claim. Lithomex is not liable for products manufactured by the Purchaser or for products of which such products form a part or for damage caused to real estate or personal property caused by these products in consequence of a Lithomex product. The Purchaser is obliged to allow charges to be brought against himself at the same court of law as may process a claim for compensation lodged by a third party against the Vendor. All legal disputes shall be settled in Danish court. Insurance totals a maximum of DKR 10.000.000.

Lithomex is not liable for product damages occurring as a result of the products delivered having been used in hazardous or unusual circumstances. Furthermore, Lithomex is not liable if specific characteristics or specifications are required of the delivered products over and above those, of which the sales representative was informed. As natural materials are used in our products, variations in color and shade can occur.