

Table of content

NAGA Terms of sale and delivery	2
1. Prices.....	2
2. Payment.....	2
3. Delivery	3
4. Complaints.....	3
5. Ownership reservation.....	3
6. Special agreements	3
7. Reservations	3

NAGA Terms of sale and delivery

Confirmation of order/invoice is given on the seller's part on condition that the below-mentioned venue agreements are accepted by the buyer as legal basis for the completion for the purchase. In so far as the buyer will not accept this, objections to it must be sent immediately and without groundless delay.

Failing amicable private settlement between the parties, the buyer declares himself to be willing to accept that all questions concerning the delivery in question in the order, including delivery dates, deficiencies and other objections which the buyer may have about the goods delivered, are to be settled by a Danish law court according to Danish law. The question of the present agreement's legality is also included in this.

The buyer further declares himself to be willing to accept that all objections concerning deliveries are to be sent to the seller in writing, by registered letter, at the latest 8 days from the date of delivery, and also that a failure to observe this results in the buyer losing his right to sustain an objection against the seller. The following conditions of sale and delivery are given in English, and the buyer regardless of nationality, hereby declares that these conditions are fully understood.

1. Prices

- 1.1. Delivery is made at the prices valid on the day of delivery regardless of the price stated in the confirmation of the order.

2. Payment

- 2.1. Net cash within 30 days from the invoice date, provided no other agreement has been made in writing.
- 2.2. If the terms of payment is non compliance, a payment reminder with a fee of 15 Euro will be sent. If payment is not received within 10 days after receiving the reminder letter, a collections notice will be sent. The fee for the collections note is 15 Euro. After a further 10 days the amount will be sent for debt collection at Atradius Collections.
- 2.3. The buyer is not entitled to keep back part of the purchase price as a result of damage etc.
- 2.4. Other set-offs in the purchase sum are not allowed.
- 2.5. It is a principal term and condition of the trading relationship between both parties, that in the event of nonpayment of invoices as and when they fall due, the purchaser will be liable to pay all costs incurred in obtaining payment. These costs will include solicitors and debt collectors fees and expenses in addition to any Courts costs incurred.

3. Delivery

3.1. Delivery is from factory/warehouse unless another agreement has been made in writing. Provided the buyer has not given special transport instruction to the seller, the latter can use any forwarding agent he chooses.

3.2. Delivery times are roughly estimated and not binding.

3.3. The buyer is bound to accept the goods in the delivery week which is stated in the confirmation of order.

4. Complaints

4.1. To be acceptable, any possible complaints must be sent in writing not later than 8 days from the delivery date, and the invoice must be enclosed.

4.2. Complaints, however which concern transport e.g. torn packaging, are to be made on the spot to the forwarding agent and a receipt received from him, and must thereafter be notified to the seller within 24 hours.

5. Ownership reservation

5.1. Until full payment has been made, the goods delivered remain the property of the seller and must by the buyer be kept insured to their full value against fire, burglary and damage by water.

6. Special agreements

6.1. If the buyer and seller are agreed on other conditions of sale and delivery, these must be confirmed in writing.

7. Reservations

7.1. Reservation is made against rises in prices as a result of changes in labor costs, raw materials, rates of exchange and national taxes.

7.2. Reservation is made against strikes, lock-outs, catastrophes, war and other Acts of God, and also punctual supply of necessary materials.

7.3. Delayed delivery from the factory/warehouse, and accidents and delays during transport do not entitle the buyer to compensation or to cancel the agreement.

7.4. All confirmations of orders are given with reservation if they concern goods from the seller's outside suppliers.