

SALGS- OG LEVERINGSBETINGELSER

Salgs- og leveringsbetingelserne for THE NEW Aps/ Cost:bart/ Mikk-Line skal gælde for alle ordrer - og have forrang frem for andre betingelser mv. fra en kunde - medmindre Salgs- og leveringsbetingelserne er fraveget ved udtrykkelig skriftlig aftale. Salgs- og leveringsbetingelserne kan løbende ændres uden varsel.

1 ORDREBEKRÆFTELSE

Når en ordre afgives, er den bindende for kunden. Ved THE NEWs / Cost:bart's skriftlige bekræftelse af ordren er der indgået en bindende aftale om salg og levering af produkterne. Ordren bekræftes med forbehold for adgang til varer og råmaterialer mv. Hvis uforudsete problemer opstår, eller der modtages en utilfredsstillende kreditvurdering af kunden efter ordrebekræftelsen, er THE NEW/ Cost:bart/ Mikk-Line berettiget til at annullere ordren uden ansvar af nogen art eller til at kræve en fuldt dækkende bankgaranti. Kundens annullering af den bekræftede ordre kan kun ske med forudgående skriftligt samtykke fra THE NEW/ Cost:bart/ Mikk-Line. THE NEW/ Cost:bart/ Mikk-Line kan vælge at betinge samtykket af betaling af 50 % af ordreværdien inden for 8 dage fra annulleringen.

2 LEVERINGSBETINGELSER

Produkterne leveres i overensstemmelse med ICC Incoterms 2010, medmindre andet er anført i ordrebekræftelsen i særlige tilfælde. THE NEW/ Cost:bart/ Mikk-Line kan, afhængig af omstændighederne, bistå med afsendelse af de ordrede produkter, hvis dette er skriftligt aftalt med THE NEW/ Cost:bart/ Mikk-Line i den konkrete sag og sker på kundens regning.

3 LEVERINGSTIDSPUNKT OG FORSINKELSE

Leveringstidspunktet anføres i ordrebekræftelsen. THE NEW/ Cost:bart/ Mikk-Line er berettiget til at udskyde leveringen med 14 dage. I tilfælde af force majeure, jf. nedenfor, må leveringstidspunktet dog udskydes, indtil forhindringen ophører, og almindelig handel og transport atter er mulig.

4 EJENDOMSFORBEHOLD

THE NEW/ Cost:bart/ Mikk-Line forbeholder sig ejendomsretten til de leverede produkter, indtil kunden har foretaget fuld betaling. Alle omkostninger forbundet med håndhævelsen af ejendomsforbeholdet skal bæres af kunden.

5 PRISER

THE NEWs/ Cost:bart's priser er anført i DKK og er ekskl. moms. Priserne er med forbehold for ændringer i todsatser, andre afgifter og valutakursudsving og må forhøjes, indtil levering sker. THE NEW/ Cost:bart/ Mikk-Line vil oplyse kunden om alle prisændringer. Kunden fastsætter frit sin videresalgspris.

6 BETALING

Medmindre andet er skriftligt aftalt, skal betaling fra kunden til THE NEW/ Cost:bart/ Mikk-Line ske mod faktura og er forfalden 30 dage fra fakturadato eller kontant ved levering. I tilfælde af forsinket betaling tillægges morarente med 1,8% per måned fra forfaldstidspunktet. THE NEW/ Cost:bart/ Mikk-Line må udskyde enhver levering af ordrer eller annullere ordrer skriftligt, og uden at pådrage sig noget ansvar herfor, hvis kunden har ubetalte, forfaldne betalinger vedrørende tidligere ordrer. Ethvert tab for THE NEW/ Cost:bart/ Mikk-Line som følge heraf skal kompenseres fuldt ud af kunden.

7 INDSIGELSER OG BEFØJELSER

Alle indsigelser skal indgives skriftligt og skal modtages af THE NEW/ Cost:bart/ Mikk-Line senest 8 dage efter levering eller - i tilfælde af forsinkelse - forventet levering af produkterne. I tilfælde af ikke-synlige mangler skal indsigelsen indgives senest 8 dage fra tidspunktet, hvor manglen kunne være blevet opdaget ved grundig inspektion, dog senest 3 måneder efter leveringsdagen. Hvis en del af ordren ikke er leveret eller er forsinket, eller hvis en del af ordren er mangelfuld, kan der alene ske annullering for denne del af ordren. Alle indsigelser skal være specifikke, dokumenterede og indeholde en præcis beskrivelse af indsigelsens indhold. Der kan ikke returneres varer uden forudgående skriftligt samtykke fra THE NEW/ Cost:bart/ Mikk-Line.

8 FORCE MAJEURE

THE NEW/ Cost:bart/ Mikk-Line skal ikke være ansvarlige, hvis følgende ikke-udtømmende force majeure hændelser indtræder og forhindrer eller forsinker aftalens opfyldelse: Krig og mobilisering; oprør og civil ulydighed; terrorisme; naturkatastrofer; strejke og lockout; varemangel; fejl, mangler eller forsinkelse i leverancer fra underleverandører eller hvis underleverandører på anden måde er påvirket af forholdene; brand; mangel på transportmidler; valutarestriktioner; import- og eksportrestriktioner; død, sygdom eller fravær hos nøglemedarbejdere; computervirus; eller andre omstændigheder, som er uden for THE NEWs/ Cost:bart's direkte kontrol. I sådanne tilfælde skal den ramte, THE NEW/ Cost:bart/ Mikk-Line, være berettiget til at udskyde sin opfyldelse af forpligtelsen, indtil forhindringen er ophørt, eller alternativt til at annullere aftalen helt eller delvist uden at påtage sig noget ansvar herfor, hvis forhindringen medfører, at opfyldelsen udskydes i mere end 6 måneder.

9 ANSVARSBEGRÆNSNING

THE NEW/ Cost:bart/ Mikk-Line skal, i det omfang dette er tilladt under relevant lovgivning, og desuagtet hvilket grundlag der måtte være for kravet, herunder produktansvar, **ikke være ansvarlig** for produktansvar eller for anden direkte eller indirekte forstyrrelse af kundens virksomhed, indirekte tab, tab af overskud eller nogen anden form for tab. Under alle omstændigheder skal det maksimale ansvar for THE NEW/ Cost:bart/ Mikk-Line svare til tilbagebetaling til kunden af beløbet betalt for den forsinkede eller mangelfulde del af ordren.

10 LOVVALG OG VÆRNETING

Aftalen skal være undergivet og fortolkes i overensstemmelse med dansk ret uden hensyn til de enhver tid gældende internationale privatretlige regler i det omfang, anvendelse af sådanne regler ville føre til et andet lovvalg end dansk ret. Konventionen om aftaler om internationale køb (CISG) skal ikke finde anvendelse.

Hvis kunden ikke er etableret inden for det Europæiske Økonomiske Samarbejdsområde (EØS) Enhver tvist, som måtte opstå af eller i forbindelse med aftalen, herunder enhver tvist vedrørende eksistensen, gyldigheden eller ophør heraf, skal afgøres ved voldgift ved det Danske Voldgiftsinstitut efter de af Voldgiftsinstituttet vedtagne regler herom, som er gældende ved voldgiftssagens anlæg. Voldgiftsretten skal sættes i Danmark, og sproget for voldgiftssagen skal være dansk. Voldgiftssagen og kendelsen skal uden tidsbegrænsning være fortrolige. Det er aftalt, at der ikke kan ske nogen form for appel vedrørende et juridisk spørgsmål til en domstol.

Hvis kunden er etableret inden for det Europæiske Økonomiske Samarbejdsområde (EØS) Enhver tvist, som måtte opstå af eller i forbindelse med aftalen, herunder enhver tvist vedrørende eksistensen, gyldigheden eller ophør heraf, skal afgøres ved en dansk domstol i retskredsen for THE NEW/ Cost:bart/ Mikk-Line hovedkontor. Selv hvis THE NEW/ Cost:bart/ Mikk-Line har indledt retsag mod kunden, må THE NEW/ Cost:bart/ Mikk-Line på ethvert tidspunkt vælge at indbringe tvisten for en voldgiftsret ved det Danske Voldgiftsinstitut efter de af Voldgiftsinstituttet vedtagne regler herom, som er gældende ved voldgiftssagens anlæg. Voldgiftsretten skal sættes i Danmark, og sproget for voldgiftssagen skal være dansk. Voldgiftssagen og kendelsen skal uden tidsbegrænsning være fortrolige. Det er aftalt, at der ikke kan ske nogen form for appel af kendelsen vedrørende et juridisk spørgsmål til en domstol.

I tilfælde af, at inddrivelse er nødvendig fra THE NEWs/ Cost:bart's side, kan THE NEW/ Cost:bart/ Mikk-Line til enhver tid vælge at inddrive gælden ved kundens hjemting i overensstemmelse med lovgivningen i det pågældende land.

TERMS OF SALE AND DELIVERY

The Terms of Sale and Delivery for THE NEW Aps/ Cost:bart/ Mikk-Line , shall apply to all orders – and prevail over any such terms or similar terms from a customer – unless the terms are dispensed from by express written agreement. The Terms of Sale and Delivery shall be subject to changes periodically and without notice

11 ORDER CONFIRMATION

When submitted, the order is binding. Upon THE NEW Aps/ Cost:bart/ Mikk-Line written confirmation of the order, a final agreement on sale and delivery of goods has been entered into. The order is accepted subject to goods, raw materials and the like being available. If unforeseen difficulties arise or if unsatisfactory credit information about the customer is obtained after the acceptance of the order, THE NEW/ Cost:bart/ Mikk-Line will be entitled to cancel the confirmed order exempt for liability of any kind or to demand provision of a fully adequate bank guarantee. The customer's cancellation of the confirmed order can only be accepted with prior written consent from THE NEW/ Cost:bart/ Mikk-Line. In case of THE NEW/ Cost:bart/ Mikk-Line acceptance the customer shall pay 50% of the order value within 8 days from the cancellation date.

12 TERMS OF DELIVERY

The goods shall be delivered in accordance with ICC Incoterms 2010, unless otherwise specifically agreed and stated in the order confirmation in exceptional cases. THE NEW/ Cost:bart/ Mikk-Line may, depending on the circumstances, assist in arranging dispatch of the ordered goods if this has been agreed in writing and accepted by THE NEW/ Cost:bart/ Mikk-Line on a case by case basis and always for the customer's account.

13 DELIVERY TIME AND DELAY

The delivery time will be stated in the order confirmation. THE NEW/ Cost:bart/ Mikk-Line shall be entitled to postpone the delivery time by fourteen (14) days and shall immediately notify the customer in writing of any such postponement. In the event of force majeure, cf., however, the provisions below, delivery may be postponed until the obstacle ceases and ordinary trading and transport become possible.

Optional: If delivery has not been fulfilled within fourteen (14) days from the stated delivery, the delivery can only be considered as being in delay if the customer has given THE NEW/ Cost:bart/ Mikk-Line a written reminder and delivery has not been performed within seven (7) days from THE NEW/ Cost:bart/ Mikk-Line receipt of the reminder.

THE NEW/ Cost:bart/ Mikk-Line reserves the ownership of the delivered goods until full payment is effected by the customer. All costs incurred in connection with the enforcement of the retention of title shall be paid by the customer.

14 PRICES

All prices of the THE NEW/ Cost:bart/ Mikk-Line are stated in EURO and are exclusive of VAT. The prices are subject to changes in customs duties, other duties and exchanges rates, and may be raised until delivery is made. THE NEW will inform the customer of any price changes. The customer shall be free to fix his resale prices.

15 PAYMENT

Unless otherwise agreed in writing, payment from the customer to THE NEW/Cost:bart will be against invoice and is due for payment 30 days from invoice date. Default interest of 1,8% per month will be charged after the due date in the event of non- payment. THE NEW/ Cost:bart/ Mikk-Line may postpone delivery of orders or cancel orders by written notice and without incurring any liability for this if the customer is in arrears with payment for previous consignments delivered. THE NEW/ Cost:bart/ Mikk-Line reserves the right to cancel the order if payment is not made on the due date. Any financial loss that THE NEW/ Cost:bart/ Mikk-Line incurs as a result hereof shall be compensated fully by the customer.

16 COMPLAINTS AND REMEDIES

Any complaint shall be submitted in writing, and must be received by THE NEW/ Cost:bart/ Mikk-Line not later than eight (8) days after delivery or - if delayed - expected delivery of the goods. In the event of non-visible damage, the complaint shall likewise be submitted not later than eight (8) days from when the defect or deficiency could have been ascertained upon careful inspection, however, not later than 3 months after the delivery date. If a part of the order is not delivered or is delayed or if part of the order is defective or deficient, the order may only be cancelled for this part of the order. Any complaint must be specific, documented and contain a precise specification on the contents of the complaint. No returns will be considered without prior written approval by THE NEW/ Cost:bart/ Mikk-Line.

7. EXEMPTION FROM LIABILITY (INCLUDING FORCE MAJEURE)

The Parties shall not be liable if the following non-exhaustive circumstances of force majeure occur and prevent or postpone the performance of the Agreement: war and mobilisation, riot and civil unrest, acts of terrorism, natural disasters, strikes and lockouts, scarcity of goods, faults, defects or delay in delivery from sub-suppliers or if sub-suppliers are otherwise hit by the present circumstances, fire, lack of means of transportation, exchange control regulations, import and export restrictions, death, illness or absence of key staff members, computer viruses or any other circumstances that are beyond the Parties direct control. In such case, the Party shall be entitled to postpone fulfillment of the obligation until the obstacle has ceased or, alternatively, to cancel the Agreement in full or in part without incurring any liability for this, if the obstacle causes fulfillment to be postponed for more than six (6) months.

8 LIMITAION OF LIABILITY

The THE NEW/ Cost:bart/ Mikk-Line shall, to the extent permitted by applicable laws, and in respect of any legal basis for the claim, including product liability, **not be responsible** for any product liability or for any direct or indirect business interruption loss, consequential loss, loss of profit, or any other loss whatsoever. In any event, the maximum liability shall be equal to repayment by THE NEW/ Cost:bart/ Mikk-Line to the customer of the payment made for the delayed or defective part of the order.

9 VENUE AND GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Danish law, disregarding the Danish choice of law rules to the extent that such rules would otherwise lead to the application of any other law than Danish law. The Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

(a) If the customer is not established in Norway or within a member state of the EU. Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The Court of Arbitration shall have its seat in THE NEW/ Cost:bart/ Mikk-Line, and the language to be used in the proceedings shall be Danish.

(b) If the customer is established in Norway or within a member state of the EU.

Any dispute, controversy, or claim arising out of or in relation to this Agreement, or the breach, termination, or invalidity thereof, which cannot be settled amicably between the Parties, shall be brought before a Danish District Court applicable to THE NEW/ Cost:bart/ Mikk-Line head office. Even if THE NEW/ Cost:bart/ Mikk-Line has initiated a court action against the customer, THE NEW/ Cost:bart/ Mikk-Line may at any stage decide to settle any dispute by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The Court of Arbitration shall have its seat in Denmark, and the language to be used in the proceedings shall be Danish. The proceedings and the award shall be confidential without time limit. It is agreed that no appeal on any question of law otherwise may be made to any court.

Irrespective of the above mentioned in Article 9, and in the event debt collection by THE NEW/ Cost:bart/ Mikk-Line is required, THE NEW/ Cost:bart/ Mikk-Line may at its own discretion decide to

recover the debt at the customer's venue in accordance with the applicable law in the relevant country.