

Terms of Sale and Delivery

1. Dispatch, Packaging and Delivery

Delivery is deemed to have taken place upon dispatch of the purchased goods from the factory of Fiberline Building Profiles A/S. Regardless of whether Fiberline Building Profiles A/S or purchaser is responsible for transportation of the purchased goods from factory to purchaser or to assembly point, delivery has taken place and the risk for the purchased goods passed to the purchaser once loaded onto a van or other means of transport at the factory. Carriage is to be paid by purchaser unless otherwise agreed. EXW, Łozienica/Poland.

2. Packaging

The prices of Fiberline Building Profiles A/S do not include packaging. The special wooden Fiberline pallets will be refunded by 80% of the invoice amount if returned undamaged and free of charge. You can choose to have your Fiberline products delivered to you on either bearers or pallets. We nevertheless reserve the right to upgrade your packaging to pallets if we think it is the best option for your products – at no extra cost to you. Small packages such as accessories and product samples will be sent by standard parcel post. You can read more about these two options here.

• Bearers

With this option, we use wooden bearers to pack your products. The bearers are arranged to fit the products, and then strips are mounted on them so that the products are kept in place during transportation. With bearers, the products are raised up off the ground so they are easy to transport using a forklift truck.

• Pallets

With this option, we use wooden pallets with solid edges and end blocks to pack your products. The pallets are jacked up onto bearers so they are easy to transport using a forklift truck. With pallets, the profiles have extra protection during transportation, and the frame can also be used later on to keep track of the profiles, for example on the construction site or in the warehouse.

3. Length and Quantity

Unless otherwise agreed, Fiberline Building Profiles A/S supply in standard lengths of 6,000 mm +20/-0 mm, but reserve the right to supply a maximum of 10% of the order in shorter lengths (minimum length: 1 m). For orders exceeding 1,000 m (of the same article) only 5%, however.

Fiberline Building Profiles A/S is entitled to over/underdeliver by +/- 10% of the order. Standard profiles will be supplied in the standard quality and tolerances of Fiberline Building Profiles A/S in force at the time. Custom made profiles will be supplied in the quality agreed with the customer.

4. Prices

Unless otherwise agreed, the quotations of Fiberline Building Profiles A/S will remain valid for 30 days. Price lists may be changed by Fiberline Building Profiles A/S without prior notice. Any such changes will also affect received orders that have still not been confirmed. Orders not comprised by binding quotations will be invoiced at the price in force on the day of delivery.

5. Handling Costs

Unless otherwise agreed, minimum order size is DKK 3,000 (EUR 400) exclusive of VAT. For orders below this amount the difference will be charged as handling costs.

6. Payment and Interest on overdue Payments

Unless otherwise agreed, the goods delivered must be paid for within 21 days of the invoice date (subject to a credit insurance). With effect from the date of invoice, the purchaser shall, if payment is not made in due time, pay an interest of 1.5% on the overdue amounts for every month, or part of a month exceeding the date of invoice. All payments shall be made to Fiberline Building Profiles A/S at their business address. For purchases via credit card, the purchase price will be deducted from your credit card when we ship your order. It is not possible to purchase special items via credit card due to the delivery time of these products.

7. Delivery Time

The time of delivery is stated by Fiberline Building Profiles A/S at their discretion given the situation on the day of offer. Some variations may therefore occur with regard to the delivery time, like prior sale etc. Fiberline Building Profiles A/S are not liable for delays arising from industrial disputes, insufficient labour forces - including labour forces at industrial rates - fires, unforeseen international relations, currency restrictions, lack of transportation or other impediments to transport, shortage of goods and/or fuel restrictions, delayed or missing deliveries from sub-suppliers and other force majeure situations. The expected delivery time will depend on the item type and is as follows: Standard items and

Outlet 1-5 days // Standard items and Outlet with cutting 1-14 days // Special items 8-10 weeks // Bridge 4 weeks

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8. Return of Goods

Return of goods may take place only with the written acceptance of Fiberline Building Profiles A/S. To return items, you must notify us of your decision by e-mail (customersupport@fiberline.com). To enable us to identify your order, please provide your full name and contact details, order number as well as indicate the items you wish to return. Once we have received your return request and approved it, you will receive further guidance and conditions for return.

9. Liability for Defects, Product Liability and Renunciation of Liability and complaint

Provided that the contracted terms of payment are observed, that the purchased goods are stored, installed, used and maintained correctly, Fiberline Building Profiles A/S will, for a period of 1 year commencing on the day of delivery, undertake to supply replacements or repair such goods as have become demonstrably unserviceable as a result of manufacturing defects. The defective goods are to be returned to Fiberline Building Profiles A/S upon request. Purchaser is not entitled to submit remedies for defective performance other than the above, and Purchaser is not therefore entitled to cancel the purchase, claim a proportionate reduction or a compensation for any form of loss or expense caused by a defect. The above liability of Fiberline Building Profiles A/S to replace or repair is solely related to supplying replacements or repairing the goods and Fiberline Building Profiles A/S shall not be under any liability whether in contract or otherwise resulting from defects and a subsequent supply of replacements or repair of the goods. Fiberline Building Profiles A/S are only liable for bodily injury caused by a defect in the product delivered by Fiberline Building Profiles A/S to the extent that this results from mandatory product liability. The liability of Fiberline Building Profiles A/S relates solely to the products delivered by Fiberline Building Profiles A/S thus excepting products that may be manufactured or partly manufactured of the products delivered by Fiberline Building Profiles A/S. Fiberline Building Profiles A/S are not liable for damage caused to property by the products of Fiberline Building Profiles A/S. In the event that the products of Fiberline Building Profiles A/S are used as components, ingredients or as whole parts in the production of a new product, Fiberline Building Profiles A/S are not liable for losses following a situation where the manufactured products would have to be discarded, repaired or become more expensive to manufacture or to machine or become decreased in value as a consequence of defective goods delivered by Fiberline Building Profiles A/S. In continuation of sections 1 and 2 it further applies that Fiberline Building Profiles A/S can never be responsible for loss of profits, loss of time or any other indirect losses. Purchaser is liable to inspect the goods upon receipt and make immediate complaints in the event of defective goods. If this is not complied with, any claims against Fiberline Building Profiles A/S will lapse after one year from the delivery of the goods to purchaser. Purchaser is liable to indemnify Fiberline Building Profiles A/S to such an extent that Fiberline Building Profiles A/S are made liable to a third party for such damage and losses for which Fiberline Building Profiles A/S are not responsible to purchaser according to the above sections 1, 2, 3 and 4. Fiberline Building Profiles A/S provides a 20-year guarantee on several products. In this connection, reference is made to the terms for utilization of the Fiberline 20-year warranty, from which it also appears which of Fiberline Building Profiles A/S 'products are covered by the 20-year warranty.

10. Applicable Law and Venue

Any disputes between the parties which cannot be resolved amicably, are to be settled according to Danish law by the ordinary Danish courts. Cases are to be brought before the home court of Fiberline Building Profiles A/S. In the event that a claim for damage or loss allegedly caused by the goods delivered is being brought against Fiberline Building Profiles A/S, the purchaser is obliged to letting himself be sued by Fiberline Building Profiles at the same court.

11. Right of withdrawal

The right of withdrawal does not apply on products and services purchased from Fiberline Building Profiles A/S.