

TERMS OF SALE AND DELIVERY

1. Validity

1.1. These terms of sale and delivery shall apply if the parties have not derogated from them in writing.

2. Quantity

2.1. The agreed quantity with respect to Christmas trees may differ by $\pm 10\%$ from what has been agreed in a contract, however at a maximum of $\pm 5\%$ within each selection.

2.2. As far as decorative greenery (branches of Christmas trees) is concerned the contract may be deviated from by $\pm 10\%$ in quantity.

3. Selection and Processing

3.1. All selection and processing are made according to European selection rules, incl. Danish appendices, applicable at any time.

3.2. The above European selection rules, incl. Danish appendices, may be required by approaching the wholesale association.

4. Time of Delivery

4.1. The time of delivery set out in the present contract is binding for the parties and cannot be extended or deviated from without any separate written agreement.

5. Terms of Sale and Delivery

5.1. All terms of sale and delivery shall be construed according to INCOTERMS.

5.2. If it is agreed that seller shall deliver the goods in question buyer shall notify seller the time of collection not later than the day prior to the agreed date of delivery. At the same time seller shall notify buyer of the exact loading address. Seller undertakes to load the truck when it arrives. The loading time in respect of whole loads in bulk shall not exceed 4 hours. The loading time for loading of pallets shall not exceed 1 hour.

5.3. By loading, the provisions set out in clause 3 shall be observed. If the loading is effected contrary to these provisions seller is liable in damages towards buyer for the loss that buyer may suffer by the circumstance in question.

5.4. In case of waiting time, overtime pay, etc. for seller due to circumstances caused by buyer then buyer shall be obliged to compensate seller for the additional costs, which the delay has caused him.

5.5. The goods are loaded according to species and selection.

5.6. The place of delivery set out by seller shall be at a carriage road, by which is understood roads which can be used by modern export truck trains (incl. semi-trailers).

5.7. In connection with the delivery, a delivery note is issued indicating exact quantity, species, selection and position on the load. The delivery note is issued by seller in respect of each truckload and is forwarded to buyer immediately after delivery.

5.8. Unless otherwise agreed in connection with INCOTERMS, the risk of the goods shall pass to buyer on delivery.

6. Payment

6.1. If payment is not effected on time interest will be payable calculated as the official Danish discount rate applicable at any time + 5%.

7. Complaints

7.1. Any complaint about defects in the delivery shall be referred to immediately after the defects having been discovered or ought to have been discovered. All defects shall be complained of in writing to seller by way of letter of telefax. If the complaint is not made on time all rights, which buyer may have due to the defects, are forfeited.

8. Liability for Loss of Needles

8.1. The producer is liable in case of loss of needles of the tree up to the end of December in the year of the purchase. This however only applies if the tree is not exposed to abnormal or severe conditions.

9. Force Majeure

9.1. If at the time of delivery there are circumstances, which would result in a non-timely delivery, and if the conditions leading to this are beyond seller's control and do not refer to conditions, which seller at the time of concluding the contract could properly expect to have considered or in any other way avoided, and if seller should not properly be able to overcome the impediment or its consequences, seller shall be entitled to defer the time of delivery, but at a maximum of 8 days.

9.2. If the delivery is impeded a written notification shall be made to the other party to this effect without undue delay.

10. Reservation of Ownership

10.1. All goods sold remain the property of seller until buyer has made payment in full, including payment of interest, costs of delivery, etc. All goods sold also remain the property of seller, although seller assigns his claim against buyer to third party.

11. Applicable Law/Jurisdiction

11.1. The purchase is governed by the general rules of Danish law. Any dispute shall be settled pursuant to the general rules of Danish law. The Act on International Sale of Goods shall not apply.

11.2. The jurisdiction shall be that of seller.