

# Lilleheden A/S – Terms and conditions of sales and delivery (UK)

## 1. Basis of Contract

**1.1** These terms and conditions shall apply to all deliveries made by Lilleheden A/S (hereinafter referred to as Lilleheden) to the exclusion of any other terms that the buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Unless otherwise expressly agreed in writing by Lilleheden.

## 2. Quotations and price lists

**2.1** Quotations are only valid in writing and shall only be valid for a period of 30 days unless otherwise agreed in writing.

**2.2** An order shall only be binding for Lilleheden when the buyer has received an order confirmation or taken delivery. Lilleheden reserves the right to sell the goods to a third party. The price shall be the applicable list prices at the time of Lilleheden's confirmation of order.

**2.3** Lilleheden does not take part in tenders unless this has been specifically agreed in writing.

**2.4** Lilleheden reserves the right to changes its list prices giving 30 days' notice.

## 3. Delivery

**3.1** The risk in the products shall pass to the buyer upon delivery. Any agreed delivery terms shall be construed in accordance with the Incoterms2010. If no such delivery term is specifically agreed upon delivery shall be FCA DK-9850 Hirtshals, Denmark.

**3.2** If delivery is to be made to a building site, delivery is regarded as having been effected upon the arrival of the goods on truck at the building site. The place of delivery which must be level and sustainable shall be situated as close as possible to the place of use on the building site to which there is unobstructed access for a fully loaded truck and trailer with an axle load of up to 10 tones.

**3.3** In the event that the buyer is prevented from receiving the manufactured products at the agreed time of delivery, delivery is regarded as having been effected at the agreed time of delivery, when risk passes to the buyer and the buyer shall pay any part of the contract price which, but for such delay on the part of the buyer, had become due. Further, the buyer shall pay any storage rent, insurance costs and such other costs reasonably incurred by Lilleheden as a result of the buyer's delay.

**3.4** In the event that other orders are received before acceptance has been given, and such orders result in a delay of the agreed time of delivery, Lilleheden is entitled to withdraw the offer.

**3.5** Lilleheden shall not be liable for late delivery unless such late delivery is caused by Lilleheden's negligence. Lilleheden shall not be liable for delay caused by road authorities refusing to grant Lilleheden access to the place of delivery or revoking permissions necessary for delivery to take place.

## 4. Insurance

**4.1** In the event that it is deemed necessary, Lilleheden is entitled to claim - prior to delivery - that an all risk construction insurance be taken out by the buyer.

## 5. Complaints

**5.1** The buyer must examine the goods on delivery. Written notification of visible defects shall be given immediately and not later than 8 days after delivery. Any such complaint shall be lodged before the delivered product is fitted, resold or built in.

## 6. Returns

**6.1** The buyer does not have a right to return the goods.

## 7. Defects

**7.1** In the event that the buyer, within a period of 24 months from the date of delivery of the product sold to the buyer, documents that the construction, material or the manufacture of a product delivered are defective, Lilleheden may at its discretion decide to:

**a.** replace the defective product(s) at no cost to the buyer by delivery of a new corresponding product to the buyer in accordance with the terms of delivery set out in these terms and conditions and/or in accordance with special terms agreed for the delivery in question; or

**b.** make good by repairing the delivered product in order for it to fulfil the agreed contractual terms; or

**c.** credit the buyer the price for the defective products upon the buyer's return of the defective products at the buyer's expense and risk; or

**d.** offer a reduction in the purchase price.

**7.2** As regards parts that have been replaced or repaired pursuant to the provisions of this clause, Lilleheden assumes the same obligations that apply to the original parts for a period of one year as from the date of repair.

**7.3** The buyer is not entitled to other remedies than the remedies listed above. In particular, the buyer is not entitled to cancel the agreement, neither in whole nor in part, or to claim damages, unless the defects are of such nature that can be regarded as constituting intent or gross negligence on the part of Lilleheden. No claims can be made in respect of operating losses, loss of time, loss of profits, loss of earnings or other indirect losses.

## 8. Limitation of liability

**8.1** Lilleheden shall only be liable for such damage caused by the products delivered if it can be proved that such damage is caused by Lilleheden's errors or omissions.

**8.2** However, Lilleheden shall not be held liable for damage to real property or movable property caused by the delivered product, while such delivered product is in the buyer's possession. Equally, Lilleheden shall not be held liable for damage caused by the delivered product to products manufactured by the buyer or products of which the delivered products are a part, or damage to real property or movable property caused by such products due to the delivered products.

**8.3** Lilleheden cannot be held liable for operating losses, loss of time, loss of profits, loss of earnings or other indirect losses.

**8.4** In the event that a third party files a claim for damages against the buyer pursuant to product liability provisions, the buyer shall immediately inform Lilleheden thereof. If a claim in this respect is filed by a third party against Lilleheden, the buyer shall indemnify Lilleheden for any such claim, unless such claim is founded on Lilleheden's intent or gross negligence.

## 9. Payment

**9.1** The products shall be invoiced at the agreed time of delivery. In the event of overdue payments, interest accrues at a rate of 2% per month.

**9.2** Lilleheden retains title to the products sold until the purchase sum has been paid. This provision shall apply regardless of whether the purchase is affected with a view to resale or with a view to use the products in another building project. Lilleheden reserves title although resale has taken place or the products have been used in another building project.

## 10. Payment guarantee

**10.1** Lilleheden seeks credit insurance on all customers by a reputable insurance company. If no credit insurance is possible Lilleheden reserves the right to request that security be provided for the outstanding amount inclusive of VAT in the form of a bank guarantee or other guarantee approved by Lilleheden, before delivery. Further, Lilleheden may demand cash on delivery from customers, on whom Lilleheden cannot take out credit insurance.

## 11. Certification

**11.1** Lilleheden is certified by MPA University of Stuttgart in accordance with norm EN 14080:2013 for glulam.

## 12. Tolerances

Width:

+/- 2 mm for all widths.

Height:

+ 4 mm / - 2 mm for heights below 400 mm.

+ 1% / - 0,5% for heights above 400 mm.

Length:

+/- 2 mm for lengths below 2 m.

+/- 0.1% for lengths between 2 m and 20 m.

+/- 20 mm for lengths above 20 m

Cross-sectional angle: 90° +/- 1,15 o, i.e. right angle deviation does not exceed 1:50.

All measurements refer to a moisture ratio of 12%.

## 13. Planning etc.

**13.1** If it is agreed that Lilleheden is to participate in the planning phase, Lilleheden shall only be responsible for consultancy services and calculations performed in relation to products delivered by Lilleheden.

**13.2** All calculations which cannot be determined by using standard software programs or lists will be subcontracted to external engineering firms. Lilleheden shall not be under an obligation to check calculations, projections etc. by external engineering firms and shall not be liable for any act or omissions by the said engineering firms. The buyer shall check such calculations etc. and notify Lilleheden within five working days if the calculations etc. are not approved.

**13.3** The limitation of liability in clause 8 above shall apply.

## 14. Installation

**14.1** Lilleheden does not take part in the installation, only the delivery of the products.

**14.2** Should it be agreed specifically against a fee to be agreed that Lilleheden is to supply a supervisor for the buyer's installation of the products, Lilleheden shall not have any liability for the installation.

**14.3** The limitation of liability in clause 8 above shall apply.

## 15. Governing law and jurisdiction

**15.1** Any dispute arising out of or in connection with sales made by Lilleheden shall be settled in accordance with Danish law.

**15.2** The court of Hjørring, Denmark shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms between Lilleheden and the buyer.

**15.3** The buyer shall, however, submit to the jurisdiction of a court hearing a claim for damages brought against Lilleheden by a third party due to damage or losses caused by the products delivered to the buyer.

Lilleheden A/S - September 2017