

## **TERMS OF SALE AND DELIVERY**

(First of two pages)

The Terms of Sale and Delivery for Manga Street Aps, Natskyggevej 30, 3390 Hundested, Denmark (VAT no DK38350668), hereinafter called Manga Street, 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. Unless explicitly agreed between the customer and Manga Street all deliveries shall be meant for use or resale in the country of the customer.

### **1. ORDER CONFIRMATION**

When submitted, the order is binding. Upon Manga Street's 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, Manga Street 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 Manga Street. We accept no liability for typographical errors.

### **2. TERMS OF DELIVERY**

The goods shall be delivered in accordance with ICC Incoterms 2010. Unless otherwise specifically agreed and stated in the order confirmation the term shall be ex. works warehouse. Manga Street may, depending on the circumstances, assist in arranging dispatch of the ordered goods on the customers' expense and risk. If Manga Street has not assisted in arranging transport, the order must be picked up no later than 3 days after the order has been reported ready for pick-up by Manga Street, unless otherwise agreed upon in writing.

### **3. DELIVERY TIME AND DELAY**

The delivery time will be stated in the order confirmation. Manga Street shall be entitled to postpone the delivery time by 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.

If delivery has not been fulfilled within 14 days from the stated delivery, the delivery can only be considered as being in delay if the customer has given Manga Street a written reminder and delivery has not been performed within 7 days from Manga Street's receipt of the reminder.

### **4. OWNERSHIP**

Manga Street 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.

### **5. PRICES**

All prices of Manga Street are stated in DKK / EUR and are exclusive of VAT. The prices are subject to changes in customs duties, other duties and exchanges rates, misprints and may be changed until delivery is made. Manga Street will inform the customer of any price changes. The customer shall be free to fix his resale prices.

### **6. PAYMENT**

Unless otherwise agreed in writing, payment from the customer to Manga Street will be against invoice and is due for payment as stated in the order confirmation or invoice. Default interest will be charged after the due date in the event of non- payment. Manga Street 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 pay-

ment for previous consignments delivered. Manga Street reserves the right to cancel the order if payment is not made on the due date. Any financial loss that Manga Street incurs as a result hereof shall be compensated fully by the customer.

## **7. COMPLAINTS AND REMEDIES**

The buyer should immediately make such an investigation of the delivered goods, as normal business procedure would demand. Any defects resulting from this investigation should immediately be reported in writing and must be received by Manga Street not later than 8 days after the goods have been received. In the event of non-visible damage, the complaint shall be submitted not later than 3 months after the goods have been received. 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 Manga Street.

## **8. WARRANTY**

All deliveries of new products from Manga Street are covered by a 12 month warranty. For our products made from PE (Polyethylene), the warranty period is 24 months. The warranty covers any defect that can be traced back to faults in material or workmanship. Defects resulting from faulty installation, misuse, vandalism or force majeure, are not covered. In case of a justified warranty claim Manga Street will at its own discretion decide whether the product should be replaced or repaired.

## **9. EXEMPTION FROM LIABILITY (INCLUDING FORCE MAJEURE)**

Manga Street shall not be liable if the following non-exhaustive circumstances of force majeure occur and prevent or postpone the performance of an agreement: war and mobilization, 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 Manga Street's direct control. In such case, Manga Street 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 6 months.

## **10. LIMITATION OF LIABILITY**

Manga Street 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 Manga Street to the customer of the payment made for the delayed or defective part of the order.

## **11. 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.

Manga Street may at its own discretion decide to recover debt at the customer's venue in accordance with the applicable law in the relevant country.

Manga Street ApS January 1, 2018