Terms and Conditions of Sale and Delivery

Quotations:
Quotations are valid for 30 days from the date of the quotation, unless otherwise agreed in writing in the quotation or in a cooperation agreement.
In the event of orders for quantities greater or smaller than those quoted, SKY-LIGHT A/S reserves the right to adjust prices and delivery times accordingly.
Accepted quotations are confirmed by the issuance of an order confirmation. The buyer's order shall only become binding on SKY-LIGHT A/S upon issuance of a written order confirmation and solely on the terms and conditions stated therein.

Force Majeure:
Force majeure, strikes or lockouts in Denmark or abroad, fire, major machinery breakdowns, lack of motive power, war or war-like conditions in Denmark or abroad, non-delivery or delayed delivery of tools, raw materials or semi-finished products, or similar supply difficulties shall entitle SKY-LIGHT A/S, at its sole discretion, either to cancel the order in whole or in part or to postpone delivery. SKY-LIGHT A/S reserves the right to use any materials and goods held in stock at the time such events occur, at its sole discretion, for the full or partial fulfilment of such orders. Should exchange rates change or should any of the above circumstances result in a substantial increase in the cost of fulfilling SKY-LIGHT A/S' delivery obligations, SKY-LIGHT A/S shall be entitled to adjust its prices accordingly or require payment of the documented additional costs incurred. Force majeure shall also include situations where SKY-LIGHT A/S' suppliers invoke force majeure, regardless of the underlying cause.

Quantity:
SKY-LIGHT A/S reserves the right to deliver up to 10% more or less than the quantity ordered.

Quality:
The buyer is solely responsible for determining whether the purchased products are suitable for their intended purpose. SKY-LIGHT A/S accepts no liability in this regard.
The nominal thickness of the raw materials used, as specified by SKY-LIGHT A/S, is subject to a tolerance of +/- 5%.

Delivery Time:
SKY-LIGHT A/S shall not be liable for any loss resulting from delayed delivery, and delay shall not entitle the buyer to cancel the order. Upon expiry of the agreed call-off period, the goods will be invoiced and subsequently dispatched following reasonable notice. For specially manufactured packaging, storage beyond the normal period may be agreed upon. In such cases, the value of the goods will be invoiced upon expiry of the agreed period, and any applicable storage charges shall be payable. In such cases, SKY-LIGHT A/S disclaims any liability for quality deterioration that may arise as a result of extended storage.

Shipment:
Unless otherwise expressly agreed, the prices stated in SKY-LIGHT A/S' quotations and order confirmations are Ex Works (EXW). All goods are shipped at the buyer's risk, including shipments delivered freight paid. If the method of shipment is not specified in the order, SKY-LIGHT A/S shall select the shipping method at its sole discretion and without liability for any freight price differences or additional costs. SKY-LIGHT A/S does not insure shipments unless expressly agreed in writing.

Payment:
If, in the opinion of SKY-LIGHT A/S, the buyer's ability to pay deteriorates after the order has been placed, SKY-LIGHT A/S shall be entitled, as a condition for proceeding with the order, to require advance payment or the provision of security in an amount deemed reasonable by SKY-LIGHT A/S. In the event of late payment, interest of 2% per commenced month shall be charged on each invoice, together with an administration fee of DKK 100 per reminder notice. If payment remains outstanding, the debt may be referred to a debt collection agency in accordance with the applicable rules and regulations.

Retention of Title:
Title to the goods sold shall remain with SKY-LIGHT A/S until the purchase price, together with any accrued interest and costs, has been paid in full.

Intellectual Property Rights:
The buyer acknowledges that full ownership and exclusive rights to all registered and unregistered intellectual property rights, including but not limited to patents, design rights, trademarks, copyrights and other rights under applicable marketing legislation, relating to products, product components, packaging, manufacturing methods, drawings, descriptions, calculations, manuals, instructions, guidelines, specifications, illustrations, photographs, trade names, business identifiers and logos made available to or becoming known to the buyer as a result of this agreement, belong to SKY-LIGHT A/S and/or its affiliated companies. The buyer shall not, either directly or through third parties, manufacture, have manufactured, copy, imitate or otherwise exploit any products, product components or other materials that are wholly or partly based on SKY-LIGHT A/S' intellectual property rights, confidential information or know-how.
Furthermore, the buyer shall not manufacture, have manufactured or enable third parties to manufacture products or other materials that are identical or substantially similar in appearance, design, construction, technology or functionality to SKY-LIGHT A/S' products and/or materials, unless otherwise agreed in writing in advance with SKY-LIGHT A/S.

Production Tools:
Tools, molds and other production equipment manufactured or acquired by SKY-LIGHT A/S for production purposes remain the property of SKY-LIGHT A/S and shall not be handed over to the buyer, regardless of whether the buyer has borne all or part of the costs of their manufacture. The buyer acquires only the right to have goods manufactured using such tools.
SKY-LIGHT A/S undertakes to insure, maintain and store the tools in a condition suitable for production. If 36 months have elapsed since the buyer last received a delivery of goods manufactured using the relevant tool, SKY-LIGHT A/S shall be entitled to discontinue this obligation. In such event, SKY-LIGHT A/S shall notify the buyer in writing and inform the buyer that SKY-LIGHT A/S is entitled to discontinue the storage, maintenance and insurance of the tool and to scrap or otherwise dispose of the tool, unless the buyer, within 30 days of receipt of the notice, confirms in writing that it will bear SKY-LIGHT A/S' future costs of storage, maintenance and insurance of the tool.

Complaints:
Any complaints must be submitted in writing no later than 30 days after receipt of the goods. For documented latent defects and deficiencies, written claims may be submitted up to 12 months after the delivery date. The buyer may not dispose of the goods subject to a complaint or any part thereof. Goods found to have manufacturing or material defects will be replaced or repaired within a reasonable period. No further compensation shall be payable. Losses resulting from production stoppages incurred by the buyer or by customers of products incorporating SKY-LIGHT A/S' deliveries shall not be compensated. Complaints relating to transport damage must, in order to be valid, be submitted immediately upon receipt of the goods, both to the carrier and to SKY-LIGHT A/S, so that responsibility for the damage can be established without delay.

Product Liability:
Product liability shall be governed by the applicable provisions of Danish law in force from time to time. However, SKY-LIGHT A/S shall never be liable for loss of production, loss of profit or any other indirect losses. SKY-LIGHT A/S' total liability shall never exceed the invoice value of the goods delivered. The limitations of SKY-LIGHT A/S' liability shall apply to the extent permitted under applicable law.

Governing Law and Jurisdiction:
Any dispute arising out of or in connection with this agreement shall be governed by Danish law and shall be subject to the exclusive jurisdiction of the Court of Varde (Retten i Varde), Denmark.