

# Terms and Conditions

of

LINDEKILDE  
CVR no.:32742659

Date: 30th May 2021.

## 1 Definitions

1.1 As used throughout this agreement, the following definitions apply unless otherwise specifically stated:

1.1.1 The Agreement refers to this Agreement including any documents executed by the Parties modifying or replacing this Agreement.

1.1.2 The Contracting Party refers to all parties which LINDEKILDE enters into an agreement with.

## 2 Scope of Applicability, offers, formation and amendments of agreements

2.1 Unless otherwise explicitly agreed in writing, these general terms and conditions apply to all offers, agreements and deliveries made by LINDEKILDE. These terms and conditions can also constitute together with a main contract.

2.2 Only where delivery dates are expressly agreed the dates shall be deemed to be firm. In the event of an untimely – non- expressly agreed – performance, LINDEKILDE shall only be in default when given written notice of default.

Any quotations or statements regarding products or services, such as Supply-chain management consultancy, quality control, development of internal or external procedures, standards or decisions made will be issued to the best of LINDEKILDE's knowledge but shall not be binding. LINDEKILDE expressly makes reservations regarding any discrepancies or changes of any nature and scope whatsoever.

At his discretion, LINDEKILDE reserves the right to change the format, frequency, and way of offering or distribution, without granting the other party the right to modify or terminate the agreement.

## 3 What we do

3.1 Specialized in FSC, EUTR, amfori/BSC, we offer; Sustainable supply-chain management within production and quality, delivery and management, Turn-around problem solving of delivery and quality challenges in companies and their supply chain, Implementation of internal quality systems, Maintenance and development of quality systems at customers and their subcontractors, and Product

development between the contracting Party and designers.

## 4 Prices, Fees and Charges

LINDEKILDE may at any time revise the agreed fees and prices, with one months' notice. The contracting party is hereafter entitled to dissolve the agreement if LINDEKILDE is informed without any undue delay.

4.1 Unless otherwise expressly agreed in writing, all prices are exclusive VAT, fees and other charges imposed by any government authority. If the VAT-rate changes LINDEKILDE is entitled to pass such change on to the Contracting Party.

## 5 Terms of payment

5.1 The terms of payment are 8 days after invoice date.

5.2 In accordance to the invoice the payment must be made not later than the date of payment unless expressly agreed otherwise between them parties.

5.3 Non-payment and late payment will be considered as breach of contract, as the Contracting Party is in default due to his obligations according to the Agreement. In the event of default, the Contracting Party must pay interest on the unpaid amount from the due date pursuant to the invoice and until the payment has been made. The rate of interest 2,5 pct. each month.

5.4 In the event of non-payment or late payment the Contracting Party shall hold any costs related to judicial process and enforcement as well as administrative expenses.

5.5 At any time both prior to and after entering into an Agreement LINDEKILDE is entitled to claim collateral for payment or payment in advance. Furthermore, LINDEKILDE is entitled to suspend the performance of the Agreement until such collateral has been provided or advance has been received by LINDEKILDE.

5.6 Any product delivered by LINDEKILDE remain the property of LINDEKILDE until payment in full including any interest and costs has been received by LINDEKILDE.

## 6 Dissolution and termination of the Agreement

6.1 This Agreement can be terminated by:

6.1.1 Mutual agreement between the Parties.

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6.1.2 LINDEKILDE with thirty days' written notice.

6.1.3 The Contracting Party without any cause and with 90 days' written notice.

6.2 In the events mentioned in section 6.1.1, 6.1.2 and 6.1.3 LINDEKILDE is entitled to dissolve all or a part of the Agreement between the parties with an immediate effect without being obligated to pay damages to the Contracting Party.

6.2.1 In the event that the Contracting Party files for insolvency or a moratorium on payment of its debts or insolvency.

6.2.2 In the event that the Contracting Party is declared insolvent.

6.2.3 In the event that the Contracting Party fails to perform its contractual obligations.

## 7 Intellectual Property Rights

7.1 The intellectual property rights and similar rights are the property of LINDEKILDE. These rights include, but is not limited to, copyrights, trademark rights, patent rights, rights to protection of performance, database rights, in all kinds of publications or products provided by LINDEKILDE.

7.2 The Contracting Party is not permitted to reproduce, disclose, or distribute all or parts of LINDEKILDE's products, results, or services without the express prior content of LINDEKILDE.

## 8 Limitation and exclusion of liability

8.1 The Contracting Party agrees that LINDEKILDE shall not be responsible to anyone other than the Contracting Party.

8.2 If the Contracting Party consists of more than one party, the limitation of the liability in relation to section 8.3 must be apportioned between these parties, and the apportionment shall be solved by these parties without the involvement of LINDEKILDE.

8.3 LINDEKILDE shall be liable to the Contracting Party for losses, costs or damages caused by LINDEKILDE's gross negligence or premeditated default with the exception of the following sections:

8.3.1 LINDEKILDE shall not be liable to the Contracting Party, if the loss, cost, or damage is due to false, incorrect, misleading, or

incomplete information provided by the Contracting Party.

8.3.2 LINDEKILDE shall not be liable to the Contracting Party, if the loss, cost, or damage is due to an act or omission done by any other than LINDEKILDE.

8.3.3 LINDEKILDE shall not be liable to the Contracting Party for accidental, incidental, special, punitive, collateral, or consequential damages or loss of profits or cost savings, even though LINDEKILDE knew or should have known of the possibility of the occurrence of such damage or loss.

8.3.4 LINDEKILDE shall not be liable to the Contracting Party for accidental, incidental, special, punitive, collateral, or consequential damages or loss of profits or cost savings that is caused by LINDEKILDE's delay of services.

8.3.5 LINDEKILDE shall not be liable to the Contracting Party for any statements, representations, conditions, warranties or guarantees in connection with its services unless it is expressly specified in this Agreement.

8.4 The liability of LINDEKILDE according to section 8.3 is limited to only that part of the loss/damage that is a direct and proximate cause and proportional to the loss/damage that LINDEKILDE has caused.

8.5 LINDEKILDE's total liability to the Contracting Party for damages relating to this Agreement shall not exceed the total annual fee that the Contracting Party pays to LINDEKILDE.

8.6 The Contracting Party agrees to indemnify LINDEKILDE from:

8.6.1 Any loss, claim, cost, demand, damage, liability, or any other kind of proceeding, that the Contracting Party has incurred LINDEKILDE, including any claim from a third party, that arises from the Contracting Party's breach of contract or as a result of any action that LINDEKILDE takes in good faith,

8.6.2 Any loss, claim, cost, demand, damage, liability, or any other kind of proceeding, that the Contracting Party has incurred LINDEKILDE in respect of a claim from a third party from the Contracting Party's

# Terms and Conditions

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use of LINDEKILDE's services or products,  
and

8.6.3 Any liability that LINDEKILDE may have against the client or any third party as a result of LINDEKILDE's reliance on any information provided by the Contracting Party (including the client's representatives) that is false, incorrect, misleading, or incomplete.

8.7 The indemnities in this clause include all costs held by LINDEKILDE, including all legal costs and costs to any expert assisting LINDEKILDE in handling the claim.

## 9 Force Majeure

9.1 Regardless of the terms in section 8 neither of the parties of this Agreement shall be responsible for inability or failure of performance of the contractual obligations if the inability or failure of performance is due to circumstances beyond the prospective party's control (force majeure) and without the negligence or malfeasance of that party.

9.2 The event of force majeure shall include, but is not restricted to: war, terrorism, rebellion, sabotage, strike, lockout, boycott, scarcity of raw materials, nature disasters and other circumstances under which the prospective party cannot be required to perform all or part of its contractual obligations due to the principles of exceptionally obstacles.

9.3 In the event of non-performance due to force majeure each party is entitled to terminate all or part of the agreement temporarily, without any obligation to pay damages to the opposite party.

9.4 In the occurrence of force majeure and the event that LINDEKILDE has performed part of its contractual obligations or can perform only a part of its contractual obligations LINDEKILDE is entitled to invoice the Contracting Party for the part performed or the part that LINDEKILDE will be able to perform.

## 10 Complaints

10.1 Any protests regarding the order confirmation shall be submitted to LINDEKILDE in writing prior to the performance of the agreement, but no later than eight days after of the date of dispatch of the order confirmation.

10.2 Any complaints regarding the performance of the contractual obligations shall be submitted to LINDEKILDE in writing as soon as possible, but not later than eight days

after the discovery of a defect in the performance, or eight days after the defect in the performance should have been noticed.

## 11 Miscellaneous

11.1 At any time LINDEKILDE is entitled to amend these terms and conditions of this Agreement. Any amendment shall also apply to agreements already confirmed between the parties. Amendments shall be promulgated well in advance. However, if the amendment of the conditions has drastic consequences for the rights and obligations of the parties, the other party is entitled to request to continue the Agreement on the basis of the unchanged current conditions.

11.2 In the event of changes to the name and address, the changing party needs to notify the other part in writing of both the former and the new details at least fourteen days prior to the date on which the change will take effect.

## 12 Disputes and governing law

12.1 LINDEKILDE cannot be made part of a dispute between the client and its trading partners.

12.2 If a dispute arises between LINDEKILDE and the Contracting Party related to the Agreement the parties agree to seek to resolve the dispute through mutual agreement. However, if no resolution is achieved through mutual agreement, the parties agree that the venue for such a dispute is the district court of Aalborg, Denmark. Danish legislation applies in such proceedings.