

## Terms of sale and delivery

### TERMS OF SALE AND DELIVERY OF B4HUNT APS

1. **General:** These terms of sale and delivery apply to all offers, sales and deliveries unless otherwise agreed in writing between the parties. A contract by a B4HUNT ApS seller is only binding on B4HUNT ApS once it is approved by B4HUNT ApS Board of Directors. Minimum order size is 1500 € unless there is another written agreement.
2. **Prices:** All prices are in Euro and ex. VAT. B4HUNT ApS prices are shown in B4HUNT ApS the latest price list or from a specific offer, which also contains information on delivery costs calculated by B4HUNT ApS as a result of changes in exchange rates, customs duties, taxes, VAT, etc. relating to the agreed delivery.
3. **Payment:** Payment must be made no later than the date the invoice indicates as the last timely payment day. As a general rule, payment must be made net cash. If a last timely payment date is not specified, payment must be made in cash upon booking. B4HUNT ApS is entitled to calculate interest and reminder fees of the payment due at any time by 2% per month until the amount due is due, provided payment is made after the due date. Buyer's deposits are first written off on accrued interest and costs. Then on the debt. Buyer is not entitled to set off any counterclaims to B4HUNT ApS which are not acknowledged in writing by B4HUNT ApS and are not entitled to withhold any part of the purchase price due to counterclaims of any kind. If delivery is postponed due to the buyer's circumstances of any kind, the buyer is obliged to pay to B4HUNT ApS as if delivery had been made at the agreed time. B4HUNT ApS may derogate from this by written notification.
4. **Reservation of title:** B4HUNT ApS reserves ownership of delivered goods until the entire purchase price including delivery costs and any interest and costs have been paid in full.
5. **Delivery:** Delivery is made ex-stock from B4HUNT ApS warehouse address. Delivery is made at the buyer's expense, unless otherwise agreed in writing. The delivery costs (freight, postage, packing, etc.) are shown in the B4HUNT ApS price list at any time. The delivery time is determined B4HUNT ApS at the best estimate of B4HUNT ApS in accordance with the facts of the submission of the offer or the conclusion of the contract. B4HUNT ApS cannot be held responsible for the delay of deliveries but will always strive for timely delivery. If an item is not picked up within 7 days of the invoice date, B4HUNT ApS reserves the right to charge a handling and shipping fee of € 50, - per order. Transport insurance is charged as 5 per mille of invoiced item amount.
6. **Order error:** Items are generally not returned. In exceptional cases, the return of goods /cancellation of orders may be done by prior written agreement and only for stock items in unopened original packaging. B4HUNT ApS reserves the right to make a return fee of 10% of the invoice value when returning goods/cancellation of orders, but min. € 40, -. The goods shall be credited at the applicable daily prices set in accordance with the B4HUNT ApS price list.
7. **Product information:** Reservations are made for errors and changes in information in brochures, on the Internet and other promotional materials. Any errors and modifications cannot be claimed against B4HUNT ApS.
8. **Product changes:** B4HUNT ApS reserves the right to change the products or parts thereof without notice if this is done without any functional disadvantage to the buyer.

9. **Intellectual property rights:** Any supply of products is done with respect for B4HUNT ApS intellectual property rights, by other brands not owned by B4HUNT ApS is B4HUNT ApS without liability of any kind for buyer's actions in violation of these rights.
10. **Defects and complaints:** Upon delivery, the buyer must immediately carry out such an examination of the sold as proper business use requires. If the buyer wants to invoke a defect, the buyer must immediately, and within 48 hours of receipt, notify B4HUNT ApS in writing and indicate the nature of the defect. If the buyer has discovered or should have discovered the defect and does not advertise as stated, the buyer cannot subsequently claim the defect. B4HUNT ApS is free to choose to remedy the defect or make about delivery. Changes or interventions in the purchased without B4HUNT ApS written consent relieves B4HUNT ApS of any obligation. If B4HUNT ApS so requests, the buyer must return the allegedly defective product to B4HUNT ApS immediately after the complaint, at the buyer's expense and risk. B4HUNT ApS reserves the right at any time to receive only the allegedly defective part. If B4HUNT ApS has undertaken to provide services by means of a separate agreement to this effect, the service obligation covers only the products sold. B4HUNT ApS reserves the right to test goods that are alleged to be defective. If B4HUNT ApS finds the item OK after testing, it is to be expected that the item is returned with a bill for work done. Only after testing will B4HUNT ApS make any exchange or credit. Exchange, the item is exchanged with corresponding item and quantity received return.
11. **Limitation of liability:** A claim for damages against B4HUNT ApS cannot exceed the invoice amount of the item sold. B4HUNT ApS liability is limited to direct loss and B4HUNT ApS is not liable for operating loss, profit loss or other indirect losses. B4HUNT ApS is not responsible for any delay or defects resulting from remediation or exchange or attempt. B4HUNT ApS is liable if the following conditions prevent the performance of the purchase or make compliance unreasonably burdensome. Labour disputes or other circumstances beyond the control of the parties, such as fire, war, mobilisation or the like, request, seizure, currency restrictions, riots and disturbances, lack of means of transport, general shortage of goods, restrictions of driving, force majeure and deficiencies or delays of supplies from the subcontractor resulting from any of the circumstances or circumstances referred to in this point which have significantly impeded B4HUNT ApS's performance of the agreement. Circumstances as mentioned which were threatened prior to the submission of the offer/conclusion of the offer shall not give rise to liability if their influence on the performance of the contract could not be foreseen at that time.
12. **Product liability:** To the extent that otherwise does not comply with the mandatory rules of Danish law on product liability, the following restrictions apply: B4HUNT ApS is only liable for damage caused by an item supplied by B4HUNT ApS to the extent that it can be proven that the damage is due to his maladministration.
13. **Carriage of rights and duties:** B4HUNT ApS is entitled to transfer all rights and obligations under the agreement to third parties.
14. **Disputes:** Any dispute between B4HUNT ApS and the buyer must be settled under Danish law with the Copenhagen District Court/Østre Landsret as the jurisdiction.
15. **Patents, design law, copyright, etc.:** If the buyer provides the seller with drawings, models or other models for the seller's manufacture of the product ordered by the buyer, the buyer assumes all liability for infringement of third party rights due to patent, design law, copyright, etc. Drawings drawn by B4HUNT ApS may contain confidential information and may not be disclosed to third parties without prior agreement and written consent.