

# Monofiber's Sales and Delivery Conditions

#### 1. Basis of Agreement

These Sales- and Delivery Conditions, together with Monofiber's Offer and Order Confirmation, constitute the complete basis of agreement with the customer. The customer's purchasing conditions printed on orders or otherwise communicated to Monofiber are not part of the agreement basis, unless expressly confirmed in writing by Monofiber.

#### 2. Suppliers

Monofiber reserves the right for non-delivery from subcontractors.

# 3. Payment Terms

Payment terms and interest conditions are stated in the Order Confirmation and are set by Monofiber. It is reserved that credit insurance may be purchased for the order. Credit may be withdrawn without notice.

#### 4. Shipping

Inco-terms for the relevant order are stated in the order confirmation. The customer must be aware of the transfer of risk and ensure proper insurance.

#### 5. Delivery Time and Delays

Monofiber delivers all sold products within the delivery time stated in the order confirmation. Unless otherwise agreed, Monofiber reserves the right to deliver earlier than the delivery time stated in the order confirmation. Delayed delivery does not entitle the customer to compensation. However, the customer is entitled to cancel the order in writing if Monofiber, after a written demand, does not deliver within a reasonable time.

# 6. Receiving Inspection

The customer is obligated to inspect the received goods for damages and for conformity with the packing slip immediately upon arrival at the customer's warehouse or production site. If the delivered goods are damaged during transport or if there is a delivery error, Monofiber must be immediately informed in writing.

#### Use of the Delivery

The customer is responsible for familiarizing themselves with the characteristics of the ordered product and independently conduct relevant tests of the product for its intended use. Monofiber strives to have TDS/SDS available on the Monofiber website but assumes no responsibility for this otherwise. The customer does not derive any rights from product descriptions or recommendations. The use is at the customer's own risk.

# **Non-Payment**

Failure to pay on time according to the order confirmation/invoice may lead to the sale being cancelled without notice, and any undelivered goods being withheld.

#### 7. Retention of Title

Monofiber retains the ownership of the delivered goods until the full purchase price is paid.

# 8. Liability

Monofiber has extensive knowledge and experience with its products. However, Monofiber does not take on any advisory or design responsibility for the customer's use of the product. Also refer to point 7. Monofiber is not liable for any indirect losses of any kind. Monofiber is free of liability if damage could have been avoided by the customer's observance of points 6 and 7.

#### 9. Force Majeure

Danish legal rules on Force Majeure apply to all deliveries. Force Majeure also includes delivery difficulties or impossibility due to governmental regulation caused by a virus, or a virus negative impact on Monofiber's or partners' ability to deliver, whether this impact is foreseeable or not. Arising delivery difficulties entitle Monofiber to cancel the delivery.

#### 10. Choice of Law and Jurisdiction

The parties' dealings are subject to Danish law. Any dispute shall be resolved in the Danish courts.

Denmark, April 2025.