



**RC PLAST – Part of Marius Pedersen A/S**  
**GENERAL TERMS OF SALE AND DELIVERY**

**1. Application**

- 1.1. These General Terms of Sale and Delivery (“General Terms”) shall apply to all offers, order confirmations, sales, and deliveries of products (“Products”) from RC Plast A/S, a company registered in Denmark under the Danish Business Registration no. 49979517 (CVR-nr.) (“RC Plast”) to any customer (“Purchaser”), unless otherwise agreed in writing.
- 1.2. Should the Purchaser in his offer, in his order, or in any other way stipulate provisions which conflict with these General Terms, the General Terms shall take precedence, even in case RC Plast fails to object to such conflicting provisions.

**2. Conclusion of Contracts**

- 2.1. RC Plast shall not be deemed to have accepted Purchaser’s purchase order and a contract shall not be deemed concluded unless Purchaser has received a written order confirmation from RC Plast containing an acceptance of Purchaser’s purchase order.

**3. Prices, Price Changes, and Expenses**

- 3.1. All prices are inclusive of packaging but exclusive of VAT, freight, insurance, taxes, customs, duties and any other additional costs not explicitly mentioned.
- 3.2. The Supplier will inform the Purchaser of the prices in the beginning of each month. Notwithstanding the aforementioned sentence, the Supplier reserves the right to alter the prices with a shorter notice in case of changes of more than 3% in production costs, wages, raw materials, packaging, sub-supplies, etc. In case of changes in VAT, duties, taxes, and rates of exchange, the Supplier is entitled to change the prices with effect from the time at which such changes become effective.

**4. Delivery**

- 4.1. Delivery clauses agreed between RC Plast and the Purchaser shall be interpreted in accordance with the INCOTERMS in force at any time. Unless otherwise agreed in writing, all deliveries shall be made EXW (Ex Works) at the address stipulated by RC Plast.

- 4.2. In case the Purchaser does not take delivery of the Products at the time of delivery, RC Plast may, in addition to invoking the other remedies available according to applicable law, invoice Purchaser a handling fee of no less than EUR 1,000 exclusive of VAT. Furthermore, RC Plast will store the Products at Purchaser's account and risk.

## **5. Volume and Time of Delivery**

- 5.1. Due to the nature of the raw materials used in the Products, which consist of post-consumer plastic waste (PCR) and/or post-industrial plastic waste (PIR), the availability of these materials is inherently variable as RC Plast's suppliers aim to minimize waste as much as possible. Consequently, any indicated volume and delivery schedule provided by RC Plast is contingent upon the availability of sufficient raw materials.
- 5.2. In the event of a shortage of raw materials, RC Plast reserves the right to postpone the agreed delivery time, adjust the agreed volume, and/or make partial deliveries. In such cases, the Purchaser shall not be entitled to terminate the contract or claim compensation. RC Plast commits to providing continuous updates to the Purchaser regarding the expected volume and delivery schedule.

## **6. Payment**

- 6.1. Unless otherwise stated by RC Plast in the order confirmation, the invoice amount is due within 30 days from the date of invoice, subject to RC Plast being able to obtain credit insurance on Purchaser, or subject to Purchaser providing a bank guarantee. Otherwise, payment must be made in advance prior to delivery.
- 6.2. If Purchaser exceeds the time for payment, RC Plast may charge default interest on the account receivable with 1,5 % per month.
- 6.3. The Purchaser is not entitled to detain or set-off any amount against any outstanding amount due to RC Plast.

## **7. Retention of Title**

- 7.1. The title to the Products remains vested in RC Plast and does not pass to Purchaser until the Products have been paid for in full, including interest and payment for delivery, freight, and insurance if

applicable to the extent that such retention of title is valid under applicable law. The retention of title shall not affect the passing of risk in accordance with the agreed delivery term.

- 7.2. The Purchaser shall, always, keep the Products separate from any other products held in stock by Purchaser and Purchaser shall ensure that the Products can always be identified as the property of RC Plast.

## **8. Delay**

- 8.1. RC Plast continuously endeavours to make delivery at the agreed time. In the event that RC Plast has not made delivery at the agreed time of delivery, and the delay is not attributable to (i) force majeure, (ii) lack of raw material supply, cf. clause 5.1, or (iii) circumstances for which the Purchaser is responsible, the Purchaser shall not be entitled to terminate the contract and/or claim compensation for any damages or lost profits, but be entitled to fix a final reasonable period of time within which delivery shall be made, which period of time shall not be less than three weeks.

- 8.2. In the event that RC Plast does not make delivery within the final reasonable time fixed by the Purchaser, the Purchaser may terminate the contract by written notice to RC Plast with respect to the delayed part of the Products. Termination of a contract on successive delivery is only binding regarding that part of the Products which have not yet been delivered.

- 8.3. **RC Plast's liability to pay damages because of delay shall be limited to an amount which is equal to 2% of the purchase price of the delayed Products.**

## **9. Duty of Inspection and Notification of Claims**

- 9.1. Immediately upon receipt and prior to Products being used/processed, Purchaser must perform an inspection of the Products to the standard normally expected for commercial use. If the Products are defective and Purchaser intends to rely on the defect, Purchaser shall give notice in writing to RC Plast of Purchaser's intention within seven (7) calendar days after the Purchaser has discovered or ought to have discovered the defect. Otherwise, the Purchaser shall forfeit his right to set up a claim against RC Plast because of defects.

- 9.2. In any case, Purchaser shall forfeit his right to set up a claim against RC Plast because of defects and delay no later than 3 months after the time of delivery.



## **10. Defects**

- 10.1. The Purchaser accepts a quantity tolerance of +/- 10% without this constituting insufficient quantity or non-conformity.
- 10.2. The Purchaser acknowledges and accepts that the products supplied by RC Plast are made from recycled materials, which inherently possess variability and potential imperfections. Such variability may include but is not limited to differences in colour, texture, strength, and other physical properties.
- 10.3. While RC Plast endeavours to ensure the highest possible quality of its recycled products, the Purchaser understands that some minor defects or inconsistencies are typical and should be expected. These minor defects or inconsistencies shall not be deemed as non-conformity or defects.
- 10.4. RC Plast shall make reasonable efforts to meet the specifications agreed upon with the Purchaser, but the Purchaser agrees that variations within industry-accepted tolerances shall not constitute grounds for rejection of the products or claims of non-conformity.
- 10.5. The Purchaser is encouraged to perform its own quality control checks upon receipt of the products to ensure they meet the necessary standards and requirements for the intended use. Any claims regarding defects or non-conformity must be made in accordance with the inspection and notification procedures outlined in these General Terms.
- 10.6. In the event of defects on account of which the Purchaser may set up a claim against RC Plast, RC Plast shall be entitled to remedy the defect or deliver Products in replacement and the Purchaser may thus not terminate the contract unless RC Plast declares that RC Plast will not remedy the defect or deliver Products in replacement.
- 10.7. Apart from termination, the Purchaser has no other remedy against RC Plast due to defective Products, and the Purchaser is thus not entitled to set up claims for compensation, a proportional reduction of the purchase price, etc. against RC Plast.
- 10.8. Purchaser undertakes to store and handle the Products under conditions appropriate to their nature ensuring the quality of the Products. Purchaser shall store and distribute the Products under the conditions informed by RC Plast and otherwise as stipulated on the packages of the Products. Purchaser is responsible for all damages resulting from Purchaser having failed to store or distribute the Products correctly.

## **11. Food Contact Material**

11.1. Products supplied by RC Plast are generally not suitable as food contact material. Products supplied by RC Plast shall only be used as food contact material if the product is explicitly marketed as food contact material by RC Plast and is delivered by RC Plast with the associated declaration of conformity according to the rules applicable to food contact materials. RC Plast shall not be liable for any damages or claims arising from the use of its products as food contact material if such use is contrary to the conditions specified above.

## **12. Returns**

12.1. Return of Products is only possible subject to prior written agreement with RC Plast and against payment of a return fee of 15% of the Product's purchase price. The Products must be in good marketable condition and in the intact original packaging.

12.2. Customized Products are not returnable.

12.3. When returning Products, the following information must always be enclosed: customer number, quantity, invoice number, and reason for returning.

12.4. Purchaser shall bear all freight costs in connection with the return of Products, and the risk of loss of or damage to the Products remains with Purchaser until RC Plast has confirmed in writing that the returned Products have been received in good condition.

## **13. Changes**

13.1. If the Purchaser requests a change of the contract, the implementation of such change is subject to prior written acceptance by RC Plast, and subject to the Purchaser fulfilling the conditions for implementation of the changes stipulated by RC Plast within the deadline stipulated by RC Plast.

13.2. All costs associated with a change of the contract are to be paid by the Purchaser.

## **14. Force Majeure**

14.1. In the event that a party's performance of any of its obligations becomes impossible or unreasonably onerous due to circumstances beyond its control which could not reasonably have been foreseen at the time of the conclusion of the agreement such as war, riots, intervention by governments or local authorities, strikes, lock-outs, export or import bans, bad weather conditions, epidemics,



pandemics, fire, lack of raw material (however, see specific regulation in clause 5 above), manpower, energy supplies, or breakdown of machinery, ("Force Majeure"), regardless of whether such a force majeure event affects the party or any of its sub-suppliers, such party shall without incurring any liability be entitled to suspend its performance of the affected obligation until such time as the Party concerned, after the discontinuance of such Force Majeure, is again able to perform its obligations under the Agreement.

- 14.2. The Party claiming to be affected by force majeure shall immediately notify the other Party of the situation and its expected duration.
- 14.3. Either party is entitled to terminate the contract covering the affected deliveries in writing if the force majeure event has lasted or is expected to last more than two (2) months.

## **15. Limitation of Liability**

- 15.1. **RC Plast shall in no event be liable for operational loss, loss of time, loss of profit, loss of earnings, loss of savings, loss of data, loss of goodwill, or any indirect loss or consequential damages.**

## **16. Product Liability**

- 16.1. **Subject to the limitations stated in this clause 15, RC Plast is liable for product liability pursuant to Danish law.**
- 16.2. **In no event shall RC Plast be liable for operational loss, loss of time, loss of earnings, loss of profit, loss of savings, loss of data, loss of goodwill, or any indirect loss or consequential damage.**
- 16.3. **RC Plast's product liability shall in any event be limited to EUR 250,000 per calendar year.**
- 16.4. **To the extent that product liability is imposed on RC Plast because of a third-party claim, the Purchaser shall indemnify RC Plast to the same extent as RC Plast's liability is limited towards the Purchaser in accordance with the above.**
- 16.5. **Should a third-party file a claim for compensation pursuant to the above against either RC Plast or the Purchaser, the party in question shall without delay inform the other party of the same.**



**17. Partial Invalidity**

17.1. If one or more of the terms and conditions in these General Terms or any part of a term is deemed invalid, unenforceable, illegal, or inoperable, the validity, enforceability, legality, or operability of all further terms and conditions shall not be affected or diminished thereby.

**18. Applicable Law**

18.1. These General Terms and any contract entered into by RC Plast and the Purchaser shall be governed by Danish law, with the exception of any conflict of law rules in Danish law.

**19. Disputes**

19.1. Any disputes arising out of or in connection with these General Terms and any subsequent contract, including any disputes regarding the existence, validity, or termination thereof shall, if Purchaser has its place of business inside the EU, Switzerland, Norway, or Iceland, be settled by the Court in Odense, Denmark.

19.2. Any dispute arising out of or in connection with these General Terms and any subsequent contract, including any disputes regarding the existence, validity, or termination thereof shall, if Purchaser has its place of business outside the EU, Switzerland, Norway, and Iceland be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The place of arbitration shall be Odense, Denmark. The language to be used in the arbitral proceedings shall be English.