

# General terms and conditions of sales and delivery of Plum Safety ApS

## Company Address

Plum Safety ApS · Mandelalléen 1 · DK-5610 Assens  
T: +45 6916 9600 · E: info@plum.eu

These General Terms and Conditions of Sale and Delivery (hereinafter referred to as the Terms) shall apply to all deliveries made by Plum Safety ApS to its customers (hereinafter referred to as the Customer), collectively referred to as the Parties, of all products including services incidental thereto (hereinafter referred to as the Goods), to the exclusion of the Customer's terms of purchase.

Any deviating terms and conditions of purchase issued by the Customer or additions, modifications or limitations to these Terms shall apply only if expressly approved by Plum Safety ApS in writing.

All written offers and quotations given by Plum Safety ApS are open for acceptance for a period of 7 days from the date of such offer or quotation unless otherwise agreed or stated by Plum Safety ApS in writing. After the expiry of the given period, Plum Safety ApS are no longer bound by the contents of any such offer or quotation.

Plum Safety ApS shall accept no liability for any typographical or other errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Plum Safety ApS. Plum Safety ApS retains the rights to amend any such errors and omissions at any time and without notice.

## Ordering & Prices

Orders are to be sent via email on sales@plum.eu – or to the area sales manager:

- Mr. Jan Kjær Jensen · jkj@plum.eu · +45 6916 9625
- Mrs. Hanne Gaunt Rasmussen · hgr@plum.eu · +45 6916 9604
- Mr. Tom Kamp Eriksen · tke@plum.eu · +45 6916 9603
- Mr. Morten Hansen · mh@plum.eu · +45 6916 9610

Plum Safety can offer EDI (Electronic Data Interchange) for order handling – contact the area sales manager for further information.

Products can be ordered in whole boxes only.

Details regarding minimum order values, fees and prices are listed in the at any time valid distributor price list.

Medical device products can only be purchased by distributors who have completed product training.

The price of the Goods is Plum Safety ApS's at any time valid distributor price list. Reference is also made to the paragraph above regarding written offers and quotations. Unless otherwise stated by Plum Safety ApS in writing, prices are net prices for delivery EXW (Incoterms 2010), exclusive taxes and duties.

Prices are based on the raw material prices, rates of exchange, customs tariffs, etc. in force on the date of the price list. In the event of material changes to such raw material prices, rates, tariffs, etc. Plum Safety ApS reserves the right to adjust and change the prices.

## Payments

Payment Terms and Bank details are written on the order confirmation and invoice. Plum Safety reserve the right to charge interest on overdue amounts (1,5 % per month). If the Customer is in default in paying any sum as and when it becomes due, Plum Safety shall have the right to suspend all further deliveries until the account has been settled and all payments received. Title to the Goods shall pass from Plum Safety ApS to the Customer only when payment of all sums due has been made in full.

Payment shall be deemed to have been effected once the sums due without deduction are made available to Plum Safety ApS in the account designated by Plum Safety ApS.

The Customer shall not be allowed to make any deductions, set offs or counterclaims in sums due to Plum Safety ApS, unless confirmed by Plum Safety ApS in writing.

## Bank details

Account holder: Plum Safety ApS

Bank: SEB Copenhagen

Account No.: 0010063590

Bank registration No.: 5295

Swift: ESSEDKKK

DKK IBAN: DK2852950010063590

EUR IBAN: DK4452950013012199

Plum Safety VAT No.: DK41057653

## Delivery Terms

Plum Safety refer to the standard Freight Incoterms 2010 (International Commercial Terms).

Unless otherwise confirmed by Plum Safety ApS in writing, delivery will be EXW. Orders for standard items will be ready for dispatch within 3 working days upon receipt of the order. Orders for special items will be ready for dispatch within 15 working days upon receipt of the order.

All dates quoted for delivery of the Goods shall be approximate, and Plum Safety ApS shall not be liable for any losses or damages, howsoever caused, suffered by the Customer due to any delay in delivery or non-delivery of the Goods.

Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery as defined in the agreed Incoterm.

If the Customer fails to take timely delivery of the Goods – or if, where the Customer is to give delivery instructions, the Customer fails to give such instructions – Plum Safety ApS may at its discretion either extend the time of delivery or shipment of the Goods, storing the Goods at the Customer's risk and cost until actual delivery or cancel the order or any part thereof, in either case without prejudice to any other right or remedy available to Plum Safety ApS

Partial shipment or partial delivery shall be permitted.

## Examination and Notice

Immediately upon receipt of the Goods the Customer is obliged to inspect the packaging and the products. Any defect/damage must be written on consignment note or Scanning device before signing.

The Customer shall lose the right to rely on a non-conformity in the Goods if the Customer fails to notify Plum Safety ApS thereof in writing, specifying the nature of the non-conformity as soon as possible after the Customer has discovered or ought to have discovered such non-conformity. Non-conformities must be reported on a Plum Safety Complaint Report and forwarded to Plum Safety ApS along with a copy of the signed CMR and photo documentation of pallets/items before unpacking and count of damages (item/qty). In any case the Customer shall lose the right to rely on a non-conformity when the Goods have passed the expiry date.

## Complaint

As the product is a medical device, it is only possible to consider a complaint resulting from an erroneous purchase if the collective packaging is intact. Opening the packaging and using the product is not subject to complaint.

Damage caused by inadvertent mechanical activation of the product is not subject to complaint.

## Returns

Medical device products cannot be returned. The Customer may not return products without prior written consent of Plum Safety ApS.

Plum Safety ApS reserves the right to refuse the delivery if the goods are returned without prior consent. Plum Safety ApS reserves the right to inspect products at customer location and / or demand disposal instead of return.

## Indemnification and Liability

Plum Safety ApS shall never be liable for the Customer's operating loss, loss of orders, loss of income, loss of profits, loss of time, loss of public subsidies, loss of goodwill or for any special, indirect or consequential losses or damages whatsoever, howsoever caused.

Unless otherwise confirmed in writing by Plum Safety ApS, Plum Safety ApS shall at all times without incurring liability be entitled to modify or amend the specifications, production processes, packaging and/or labelling of the Goods without notice to the Customer.

Force majeure: Plum Safety ApS shall not be liable for a failure to perform any of Plum Safety ApS's obligations or deemed in breach thereof, if Plum Safety ApS shows that the failure was due to an impediment beyond the control of Plum Safety ApS, see below. The occurrence of such an event relieves Plum Safety ApS from damages, penalties and other contractual sanctions.

Such events shall include in particular, but shall not be limited to strikes, lockouts, labor disputes, interruptions of operations, explosion, fire, natural disasters, governmental measures and restrictions imposed by national or foreign authorities, confiscation, embargoes, currency restrictions, lack of transport, veterinary diseases, malicious tampering, civil war, acts of terror, environmental measures and defective or delayed supplies from subcontractors.

## Data Protection

Plum Safety ApS will request, process and use personal information (eg name of contact person and Company address) from customer to fulfill its obligations under the Agreement and to administer the continued relationship with Customer. Personal information will only be used internally in Plum Safety ApS.

**Miscellaneous**

If any provision contained in these Terms should be held to be void or unenforceable, the validity of the other provisions shall not be affected thereby.

The Customer shall hold in confidence and not disclose to any third party any confidential information disclosed by Plum Safety ApS. The Customer shall not use such information for the Customer's own benefit or the benefit of any third party.

Nothing in the relationship between Plum Safety ApS and the Customer shall create an agency, partnership or joint venture between the Parties and in specific the Customer shall not be entitled to make any representation or warranty on behalf of Plum Safety ApS.

All pallets used for shipments comply with ISPM 15 and have been subject to heat treatment.

EUR pallets (80 x 120cm) and EUR ½ pallets (60 x 80cm) are invoiced according to the at any time valid distributor price list.

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