

Terms of Business for pot grown *Abies Nordmanniana*.

1. **Grading:** All processing will be effected in accordance to the present grading regulations of Gl. Kirstineberg Planteskole A/S.
2. **Inspection:** If the Purchaser wants to inspect the goods, Gl. Kirstineberg Planteskole is obliged to show the stands from where the goods are produced.
3. **Time of delivery:** Agreed delivery dates must be agreed upon with by both parties. Deviations may only occur subject to agreement between the Purchaser and Gl. Kirstineberg Planteskole. However, the Purchaser will have to accept delays caused by customs clearance and adverse weather conditions.
4. **Loading point:** All goods will be delivered free on lorry from the production adress. A firm road shall be interpreted as a road which will accommodate articulated Lorries /semi trailers. If nothing else is agreed, loading place will be: Gl. Kirstineberg Planteskole A/S, Hulemosevej 23, DK-4800 Nykøbing F.
5. **Loading:** Gl. Kirstineberg Planteskole shall furnish all necessary manpower/ machinery. Consignments will be loaded by species and by grade. Gl. Kirstineberg Planteskole will supply a packing list/loading plan. When the purchaser orders transportation, the truck is to be minimum 2,6 meter high, and to be opened from the side. Loading is to be within normal opening hours Monday to Thursday from 7.30 -16.00 and Friday from 7.30 – 13.00. Otherwise the buyer pays waiting time overtime pay.
6. **Unloading:** The Purchaser shall take care of the unloading, which must be done within 2 hours. The Purchaser will reimburse Gl. Kirstineberg Planteskole for any additional expenditure incurred due to manpower shortage, waiting time, extra driving etc.
7. **Passing of risk:** **Gl. Kirstineberg Planteskole** shall bear the risk of the accidental loss or deterioration of the goods until delivery has been effected.
8. **Delivery:** Delivery shall be regarded to have been effected when the goods have been loaded on a lorry at a firm road, or when the goods have been delivered at Purchaser's address.
9. **Payment:** If payment is not made in time, interest is to be paid. The interest rate will be the discontent +6%.
10. **Break of contract:** If the Purchaser has not furnished an agreed banker's guarantee or contract guarantee before the agreed date, it will be a break of this contract. In such a case Gl. Kirstineberg Planteskole may cancel the contract without notice.
11. **Force majeure:** If one of the parties to this contract is unable to perform the contract because of strike, lock out, impeding weather conditions, comprehensive insect attacks or other external circumstances which are beyond the control of the parties, the other party to the contract shall be notified thereof without undue delay. The contract shall then be suspended until such conditions are back to normal.
12. **Legal base:** Unless otherwise agreed in this contract, the legal relations between the parties shall be governed by the Danish Sale of Goods Act.
13. **Disputes:** If disagreement should occur between the two parties of this contract, each of the parties shall appoint one expert who shall attempt to settle the dispute. If no agreement between the parties can be obtained, it will be sent to the Court of Nykøbing Falster where Gl. Kirstineberg Planteskole is placed and where the contract was agreed upon.
14. **Law applicable and venue:** Any disagreement between the parties shall be settled by the Court of Nykøbing Falster, / the Eastern Division of the Danish High Court according to Danish law.
15. **Written claim:** Written claim concerning quality and/or number has to be in hand of vendor no later than 72 hours after receiving the goods on glk@kirstineberg.dk. Complaints about hidden faults or serious faults can, however be made later, also where the goods are outside Denmark. If disagreement should occur between the parties to this contract with regard to the interpretation of the contract or circumstances pursuant thereto, each of the parties shall appoint one expert who shall attempt to settle the dispute. Otherwise the procedure due to 14 will be followed.