



LTR-DIST/GTC/301224/003

## Curas Ltd.'s General Terms & Conditions

### 1. Acceptance

ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND UPON BUYER'S ASSENT THERETO. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON CURAS LTD OR ANY SUBSIDIARY COMPANY OR UNIT OF CURAS LTD (herein after called the 'SELLER') UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SELLER OF DIRECTOR STATUS AND SIGNING POWERS.

### 2. Changes

Orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. In such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Seller. Certification of such costs by Seller's independent public accountants shall be conclusive on the parties hereto.

#### Europe

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### 3. Delivery, Claims, Delays, Force Majeure

Every effort is made to ensure that goods are received by the purchaser within 21 – 28 days after receipt of order, though some items may take longer due to being made to order or distance of transportation. In these instances, anticipated delivery times will be given without contractual obligations, no liability is accepted for loss or damage arising out of delays of delivery. All sales are EXW Seller's shipping point unless otherwise stated. If Shipping and Handling Charges are quoted or invoiced, they will include charges in addition to actual freight costs. Delivery of the goods to the carrier at Seller's shipping point shall constitute delivery to Buyer and Buyer shall bear all risk of loss or damage in transit. The general method of shipment for each item is listed in Seller's invoice, order confirmation, catalogue or website. However, Seller reserves the right, at its discretion, to determine the exact method of shipment. Seller reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries.

Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries. Immediately upon Buyer's receipt of any goods shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages and shall hold the goods for Seller's written instructions concerning disposition. If Buyer shall fail to so notify Seller within five days after the goods have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer. Seller shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Seller's reasonable control, including, without limitation, unsuccessful reactions, act of Buyer, embargo or other governmental act, regulation or request affecting the conduct of Seller's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labour, fuel, materials, supplies or power at current prices. A new policy will be applied to all EXW (Ex-Works) deliveries. Effective **January 1<sup>ST</sup> 2025**, a Late-Pick-Up Charge will be introduced for goods that are not collected within the free period.

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The terms are as follows:

- **Truck/Air/Courier Shipments:** A late pick-up charge of Euro/USD 50.00 per PU-REF will be applied for each additional day beyond the free period of three (3) working days, starting from the assignment of the PU-REF.
- **Sea Shipments (both LCL and FCL):** A late pick-up charge of Euro/USD 50.00 per PU-REF will be applied for each additional day beyond the free period of seven (7) working days, starting from the assignment of the PU-REF.

In addition, **Cancellation and Storage Fees** will apply as outlined below if the customer or distributor fails to collect the goods after **15 days** and Curas is required to dismantle the shipment and store the goods:

- EUR 30.00 per pallet, and;
- EUR 1.00 per carton, and;
- EUR 75.00 per order customs fee (for non-EU deliveries only), or;
- EUR 50.00 per order customs fee (for EU deliveries only)

**Important Note:** If the customer fails to collect the goods within the designated time frame for two consecutive deliveries, EXW terms will no longer be available for future orders. In such cases, only **DAP (Delivered at Place)** or **CIF (Cost, Insurance, and Freight)** terms from Gent will apply.

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#### 4. Allocation of Goods

If Seller is unable for any reason to supply the total demands for goods specified in Buyer's order, Seller may allocate its available supply among any or all Buyers on such basis as Seller may deem fair and practical, without liability for any failure of performance which may result therefrom.

#### 5. Payment

Title of goods shall not pass to the Buyer until goods have been paid in full. For those clients with an account, Terms of sale are net 7 days of date of invoice, unless otherwise stated. If the financial condition of Buyer results in the insecurity of Seller, in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, Seller may, without notice to Buyer, delay

or postpone the delivery of the products; and Seller, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products.

In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any other order, Seller, at its option, without prejudice to any other of Seller's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Buyer and apply such proceeds as a credit, without setoff or deduction of any kind, against the contract purchase price, and Buyer agrees to pay the balance then due to Seller on demand. Buyer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.

## 6. Taxes and Other Charges

Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

## 7. Pricing

Prices shown are in currencies (Buyer specific) of GBP, EUR, USD, DKK or SGD or otherwise explained and are exclusive of VAT and are subject to change without notice. Please call us for current prices if you require this information prior to placing your order. We guarantee our written quotations for 30 days. For guarantee information regarding quotations outside the UK, please contact your local subsidiary of Curas Ltd. When placing your order, please reference our quoted prices or our price list or quotation. If you place your order by phone, we will confirm our current price at that time, but necessary order confirmations will follow.

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## 8. Price Changes

Shipment, deliveries will be made promptly even if prices have been nominally increased. Price reductions will be automatically applied to your invoice. Different rates can apply for bulky items, full truck loads (FTL) and other special conditions. Should underlying cost price factors, such as but not limited to oil, latex, PVC, ocean shipping, MAUT or other road taxes etc. suddenly change significantly; we reserve the rights to change prices without notice, but we shall inform the buyer before delivery takes place.

## 9. Warranties

Seller warrants that its products shall conform to the description of such products as provided to Buyer by Seller through Seller's catalogue, analytical data or other literature. THIS WARRANTY IS EXCLUSIVE AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Seller's warranties made in connection with this sale shall not be effective if Seller has determined, in its sole discretion, that Buyer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Seller. Seller's sole and exclusive liability and Buyer's exclusive remedy with respect to products proved to Seller's satisfaction to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price, in Seller's sole discretion, upon the return of such products in accordance with Seller's instructions.

SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF BUYER OR OTHER USE OR ANY LIABILITY OF BUYER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY

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DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY SELLER'S GROSS NEGLIGENCE. All claims must be brought within one (1) year of shipment, regardless of their nature.

## **10. Compliance with Laws, Regulations**

Seller certifies that to the best of its knowledge, its products are produced in compliance with applicable requirements of the UK Fair Labour Standards Act, as amended, and the Occupational Safety and Health Standards Act of 1970 and regulations, rules and orders issued pursuant thereto.

## **11. Buyer's Use of Products**

Seller's products are intended primarily for use only, for the purposes of which they are manufactured for, unless otherwise stated on product labels, in Seller's catalogue or in other literature furnished to Buyer, are not to be used for any other purposes. Buyer expressly represents and warrants to Seller that Buyer will properly test, use, manufacture and market any products purchased from Seller and/or materials produced with products purchased from Seller in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now and hereinafter enacted. Buyer further warrants to Seller that any material produced with products from Seller shall not be adulterated or misbranded within the meaning of the Patent Act, be introduced into interstate commerce. Buyer has the responsibility to verify the hazards and to the necessary steps to learn the hazards involved in using products purchased from Seller. Buyer also has the duty to warn Buyer's customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products. Buyer agrees to comply with instructions, if any, furnished by Seller relating to the use of the products and shall not misuse the products in any manner. If the products purchased from Seller are to be repackaged, relabeled or used as starting material or components of other products, Buyer will verify Seller's assay of the products.

## **12. Buyer's Representations and Indemnity**

Buyer represents and warrants that it shall use all products ordered herein in accordance with Paragraph No. 9 "Buyer's Use of Products", and that any such use of products will not violate any law or regulation. Buyer agrees to indemnify and hold harmless Seller, its employees, agents, successors, officers, and

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assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Seller may sustain or incur as a result of any claim against Seller based upon negligence, breach of warranty, strict liability in tort, contract, or any other theory of law brought by Buyer, its officers, agents, employees, successors or assigns, by Buyer's customers, by end users, by auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of, directly or indirectly, the use of Seller's products, or by reason of Buyer's failure to perform its obligations contained herein. Buyer shall notify Seller in writing within fifteen (15) days of Buyer's receipt of knowledge of any accident, or incident involving Seller's products which results in personal injury or damage to property, and Buyer shall fully cooperate with Seller in the investigation and determination of the cause of such accident and shall make available to Seller all statements, reports and tests made by Buyer or made available to Buyer by others. The furnishing of such information to Seller and any investigation by Seller of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by Seller.

### **13. Patent Disclaimer**

Seller does not warrant that the use or sale of the products delivered under will not infringe the claims of any United Kingdom and United States or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

### **14. Returns**

Goods may not be returned for credit except with Seller's permission, and then only in strict compliance with Seller's return shipment instructions. Any returned items may be subject to a 25% restocking and processing fee.

### **15. Technical Assistance**

At Buyer's request, Seller may, at Seller's discretion, furnish technical assistance and information with respect to Seller's products. SELLER MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY SELLER OR SELLER'S PERSONNEL. ANY SUGGESTIONS BY SELLER REGARDING USE, SELECTION, APPLICATION OR

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SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SELLER.

## 16. Miscellaneous

Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation.

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

## 17. Governing Law

All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed and construed according to the English Law and the buyer submits to the jurisdiction of the English Courts. Each party to this order agrees that any dispute arising between them which may result in either party instituting court proceeding shall be litigated in either the circuit Courts of England. These terms of trade will prevail over any condition that shall be issued by the buyer. Buyers should not rely on any representations.

The Management,

Casper L. Købke  
Managing Director

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