#### **B2B** trading terms and conditions

These general terms and conditions apply to all deliveries of products, and / or services from DK Bullets. The delivery terms and conditions apply to DK Bullets and the customer, unless otherwise explicitly agreed. DK Bullets are not bound by the terms and conditions set forth by the customer, which could deviate from the terms and conditions of delivery, unless such terms and conditions are agreed in writing between DK Bullets and the customer.

#### Offer

Any offer from DK Bullets is valid for 30 days, from the date of the offer, unless otherwise explicitly agreed between the parties.

#### Order

Orders are only valid when the customer has received DK Bullets electronic order confirmation in writing.

#### **Prices**

All prices are excl. VAT, government taxes of any kind, transport, processing fee, etc. Prices from DK Bullets is to the current price list or sent order confirmation.

## Delivery and passing of risk

The products are delivered 'EX Factory', Harlev J.

#### Delay

If DK Bullets do not deliver on time, the customer may in writing demand delivery to a final and reasonable deadline. In the event of a significant delay, the customer is entitled to cancel the order. If agreed, successive delivery, the customer however, can only be entitled to cancel the delayed partial delivery. If the customer cancels the agreement, the customer is entitled to compensation from DK Bullets on the additional costs suffered by the customer. The compensation cannot exceed the invoice value of the delayed delivery. In addition, the customer can't claim against DK Bullets caused by delay.

## **Duty to investigate**

The customer shall immediately upon receipt, and before the products are put into use, examine the delivered products to ensure that they are free of defects and supplied by agreement.

## **Payment**

Payment must be made no later than the date of invoice as the payment date. If such is not specified, payment shall be cash on delivery. For late payment charged interest on the amount due by 1%. month started.

# **Prepayment**

DK Bullets sees the right to demand payment in advance for larger orders than 3.000,00 - DKK, or to new distributors.

### Warranty and limitation of liability

DK Bullets are only liable for defects due to defective materials or workmanship and not for defects attributable to improper handling, installation, use or storage. It is thus a condition for DK Bullets responsibility that the customer or end user has used the delivered products in a proper and responsible manner, according to DK Bullets instructions.

The customer and end user are referred to the instructions supplied with the product or on the website, <a href="https://www.dkbullets.dk">www.dkbullets.dk</a>, or themselves to obtain the necessary information about the proper use and handling of the product.

The customer bear the risk that DK Bullets delivery of products is suitable for the purposes, that is particularly applicable to the customer. If it turns out that the product is defective, DK Bullets carries the right to repair or replace of your choice. Only if DK Bullets within a reasonable time, and at a reasonable number of remedial trials, are not able to carry out remedial or corrective etc., the customer may claim damages after the general compensation conditions. However, limits damages to an amount equal to the cost of repairing the defect, and can max be the amount of the agreed price.

### Product liability and consequential / indirect losses

DK Bullets are not liable for damage caused by a product to real or personal property while the product is in the customers possession. DK Bullets is not responsible for damage to products manufactured by the customer, or to products of which products manufactured by the customer included. To the extent DK Bullets incurs liability to third parties for such damages, the customer is obliged to keep DK Bullets harmless. The customer is also obliged to be with at the court or arbitral tribunal which examines claims against DK Bullets on the basis of such damage.

DK Bullets are under no circumstances responsible for operating, time, advanced or other consequential losses incurred by customer or customers end users or other users of DK Bullets products. The customer cannot claim compensation to cover the costs / losses might be.

### Complaints

Requirements regarding defects, delays, product liability or other claims for compensation must be made in writing to DK Bullets without undue delay.

### **Force Majeure**

In the event that delivery, timely delivery or defective delivery, hindered or delayed by events beyond DK Bullets control, including but not limited to industrial disputes, breakdowns, transport difficulties or other third party failure or the like, DK Bullets can without liability postpone delivery or wholly or partially cancel the order of their choice by noticing the customer as soon as possible.

## **Disputes**

Any dispute arising between the parties shall be settled by arbitration, unless DK Bullets provides that the dispute shall be settled by the Danish courts.