



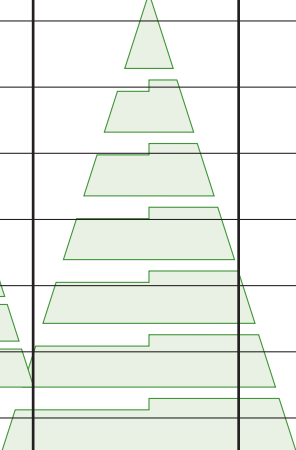
# AGREEMENT

## CHRISTMAS TREES AND GREENERY

Buyer:

Seller: **ARBODANIA A/S**

Tegløvnvej 25 st. tv. · DK-4100 Ringsted  
 Company reg. no./VAT: 32784682  
 Tel. +45 57 65 14 00 · Fax: +45 5765 1401  
 E-mail: info@arbodania.com

Product type	Quantity	Unit	Unit price
			
			
			

The above prices are valid for:

- Delivery at the buyer's address but exclusive of customs duty, VAT and customs clearance
- Delivered ex forest or loading point in Denmark

Terms of payment:

- The buyer is to provide an advance payment to the following amount to the seller as a contractual security: \_\_\_\_\_ €  
 priory to the \_\_\_/\_\_\_ 20\_\_\_
- The buyer shall provide a bank guarantee to the seller to the amount of \_\_\_\_\_ € priory to the \_\_\_/\_\_\_ 20\_\_\_  
 The bank guarantee must be valid from \_\_\_/\_\_\_ 20\_\_\_ to \_\_\_/\_\_\_ 20\_\_\_ . The guarantee should be issued in accordance with the  
 uniform guidelines to the ICC for guarantees payable upon request, version no. 758.
- Payment is to be made net cash:
  - Immediately upon delivery
  - No later than 8 days following delivery
  - \_\_\_\_\_ days following delivery

This contract shall on the part of the Vendor be subject to the condition that the Vendor, via its Danish debt insurance company, without any reservation can insure all of the part of the contract sum that the Buyer does not cover by any prepayment, or by prior to delivery providing an on-demand bank guarantee.

Invoice settlement may be forwarded to e-mail: \_\_\_\_\_

Special agreements: \_\_\_\_\_

Delivery address: \_\_\_\_\_

**Other terms and conditions and signature**

Delivery time: approx. \_\_\_/\_\_\_ 20\_\_\_ or between \_\_\_/\_\_\_ and \_\_\_/\_\_\_ 20\_\_\_.  
 Complains: Arbodania must receive complains regarding the quality or quantity delivered in writing not later than 48 hours from receipt.  
 Comments on CMR, consignment notes, etc. are not considered timely complains.  
 If the buyer orders trees for delivery before 20 November, Arbodania disclaims responsibility for needle retention.  
 Having carefully read the contents of this agreement and Arbodania's general terms of sale and delivery (printed overleaf), the buyer hereby enters into/confirms this agreement.  
 Arbodania must receive the signed original agreement in hand no later than \_\_\_/\_\_\_ 20\_\_\_.

Date \_\_\_/\_\_\_ 20\_\_\_

Date \_\_\_/\_\_\_ 20\_\_\_

Buyer: \_\_\_\_\_

Arbodania: \_\_\_\_\_

## GENERAL TERMS OF SALE AND DELIVERY FOR ARBODANIA

The terms of sale and delivery set forth below apply to Arbodania's sale and delivery of Christmas trees and greenery, unless otherwise agreed in writing between Arbodania and the buyer.

- 1. Quantity**
  - 1.1 The quantity delivered may deviate from the quantity agreed by +/-10%. This applies to total quantities as well as the agreed quantities. Within this range, the buyer buys the agreed quantity at the agreed unit price.
- 2. Price**
  - 2.1 Delivery is made at the in price agreed in advance.
  - 2.2 The price is exclusive of Danish VAT, the cost of customs clearance and direct and indirect taxes.
  - 2.3 Until delivery, the buyer must accept any change in the price resulting from a documented increase in costs payable by Arbodania due to changes in exchange rates, customs tariffs, direct and indirect taxes, etc. related to the delivery.
- 3. Payment, retention of title and guarantee**
  - 3.1 Payment must be made on the agreed date and on the terms and conditions agreed in the trade agreement.
  - 3.2 Arbodania retains ownership of the goods delivered until payment has been made.
  - 3.3 The buyer must pay interest from the due date in accordance with the provisions of the Danish Interest Act.
  - 3.4 If, subject to the agreement entered into between the Parties, the buyer must make an advance payment or provide a bank guarantee, and the buyer fails to make such advance payment or to provide such bank guarantee by the agreed date, or the guarantee provided does not meet the agreed terms and conditions, this is considered material breach of agreement.
- 4. Sorting**
  - 4.1 Processing is undertaken in accordance with Arbodania's sorting guide (available at [www.arbodania.com](http://www.arbodania.com)).
- 5. Inspection**
  - 5.1 The buyer is encouraged to inspect the trees prior to processing, and at the request of the buyer, Arbodania will, within normal working hours, arrange a tour of the areas where the trees ordered are grown.
  - 5.2 If the buyer fails to make such inspection, the buyer cannot subsequently raise any claim against Arbodania with respect to circumstances which could have been discovered during such inspection.
- 6. Delivery**
  - 6.1 Delivery is undertaken as agreed between the buyer and Arbodania.
  - 6.2 Where delivery is to take place at a specific location in Denmark, delivery is considered to have taken place when the trees/greenery have/had been loaded onto a lorry at the location specified.
  - 6.3 Where delivery is to take place at the buyer's address abroad, delivery is considered to have taken place when the trees/greenery are/is at the disposal of the buyer on a lorry at the address.
  - 6.4 Time of delivery is agreed between the buyer and Arbodania.
  - 6.5 Where, during transportation, delays occur due to circumstances beyond the control of Arbodania, such as customs clearance or adverse weather conditions, the date and time of delivery will be extended by a period of time equivalent to the delay caused by the circumstances in question.
  - 6.6 Where delivery is not made at the agreed date and time, the buyer is only entitled to determine a final, reasonable deadline for delivery of not less than eight days and is not entitled to cancel the purchase or make other claims in connection with the delay. Where the agreed date of delivery of Christmas trees is between 13 and 23 December, the buyer may shorten the above-mentioned deadline of eight days where this can be reasonably justified.
  - 6.7 Where delivery has to be postponed due to the circumstances of the buyer, the buyer must make payments to Arbodania as if delivery had been made at the agreed date and time.
- 7. Loading**
  - 7.1 Consignments will be loaded according to variety and quality. The buyer must, well in advance of delivery, prepare a packaging list and loading plan allowing Arbodania to undertake loading effectively. The packaging list and loading plan must be approved by Arbodania.
- 8. Unloading**
  - 8.1 Where delivery has been agreed as stated in 6.3. above, the buyer must arrange that the trees/greenery are/is unloaded not later than two hours from arrival of the lorry. The buyer must refund Arbodania any cost of delay resulting from waiting time, additional transport, shortage of labour, etc.
- 9. Passing of risk**
  - 9.1 The risk passes from Arbodania to the buyer on delivery of the trees/greenery.
- 10. Defects and complaints**
  - 10.1 Immediately upon delivery, the buyer must inspect the trees/greenery as required by a prudent business practices, including ensuring that the trees/greenery received match(es) the order. Inspection must be performed on the date of delivery at the latest.
  - 10.2 The buyer must compare the actual delivery with the consignment note and check whether the trees/greenery delivered match(es) the agreed order, see 1.1 above, however, and whether the trees/greenery are/is damaged.
  - 10.3 Moreover, the buyer must unpack the pallets not later than the day after delivery. Failure to do so means that the buyer loses his right to raise claims against Arbodania for alleged defects in the trees/greenery delivered.
  - 10.4 A complaint due to defects must be submitted to Arbodania and must be received by Arbodania not later than 48 hours after delivery of the defective trees/greenery. The complaint must state the exact defects.
  - 10.5 The complaint must be forwarded by fax to Arbodania's administrative office or by e-mail directly to the Arbodania Executive Board. The message must include date of delivery, Arbodania's order number, consignment label numbers and pallet numbers. In addition, the buyer must submit any further information requested by Arbodania.
  - 10.6 Complaints submitted via consignment note/CMR only are not considered as submitted. Where Arbodania does not receive a complaint from the buyer before expiry of the deadline, Arbodania is not liable for any defects with respect to quantity and quality, but see 10.8 below.
  - 10.7 Claims with respect to latent quality defects may be made until the day after the defect ought reasonably to have been established by the buyer.
  - 10.8 Arbodania is only liable for defects existing prior to delivery to the buyer. Thus, Arbodania is not liable for defects resulting from circumstances occurring after the passing of risk to the buyer.
  - 10.9 Where defects have been established, Arbodania is entitled to make a replacement delivery not later than eight days from receipt of the complaint. Replacement delivery, however, must be made not later than on 20 December.
  - 10.10 Where the buyer complains about circumstances not considered to be a defect for which Arbodania is liable, Arbodania is entitled to compensation for work performed and expenses incurred as a result of the complaint.
- 11. Limitation of liability**
  - 11.1 For each consignment, Arbodania's total liability is limited to the agreed price of the delivery.
  - 11.2 Arbodania is not liable for operating loss, loss of profit or any other indirect loss resulting from the agreement, including any indirect loss resulting from late delivery or defects.
- 12. Force majeure**
  - 12.1 Neither Party is liable for non-performance of its obligations under this agreement during the period and to the extent that performance by either Party is impossible due to circumstances beyond the reasonable control of the Party, such as war, acts of terrorism, civil unrest, vandalism, extensive insect attack, strike, lockout, labour disputes, shortage or breakdown of transport facilities, fire, flooding, drought, extreme weather conditions or other circumstances beyond the reasonable control of the Parties ("Force Majeure"), provided that the Party in question cannot reasonably be expected to have considered the events and the consequences thereof in terms of meeting its obligations, and that the Party could not reasonably have avoided the event and overcome its consequences.
  - 12.2 The Party wishing to invoke Force Majeure must, within a reasonable period of time after being aware of the impediment, inform the other Party about the impediment and how performance will be affected. Failure to do so will not relieve the Party of liability for non-performance of its obligations with reference to Force Majeure. Both Parties must make every reasonable effort to prevent and reduce the consequences of non-performance of this agreement resulting from Force Majeure.
  - 12.3 The Parties' obligations under the agreement will be suspended until removal of the impediment.
- 13. Amendments to the contractual basis**
  - 13.1 Amendments to agreements on delivery must be in writing.
- 14. Disputes**
  - 14.1 Disputes between the Parties must be settled according to Danish law by the district court of Næstved and are subject to the usual right of appeal.