



## TERMS OF DELIVERY

**January 2023**

These terms of delivery shall apply to all deliveries of goods from the companies belonging to the RodeXit Group, including deliveries from RodeXit North America ApS, (RodeXit) - except that the terms shall be superseded by other terms if and to the extent that such other terms explicitly have been agreed upon in writing. RodeXit does not accept orders from consumers.

### 1. Shipment

1.1 RodeXit will ship the goods a) without undue delay after accepting the customer's order or b) if a shipment date has been specified in the order-confirmation on or before the specified date. An order may be fulfilled by means of several shipments.

1.2 Handing over of the goods to a common carrier shall constitute delivery of the goods. Thus, the customer assumes the risk of loss or damage, suffered thereafter.

1.3 The goods must be duly examined by the customer without undue delay after receipt.

### 2. Price and Payment Terms

2.1 The price to be paid for the goods includes shipment to the customer and any applicable import tariffs unless stated otherwise in the applicable price list. It does not include VAT (Value Added Tax), GST (Goods and Services Tax), sales tax, and similar taxes levied in the customer's country. If the goods are shipped DAP (Incoterms), the import tariff if any will be subtracted from the list price.

2.2 The goods shall normally be paid for within 30 days after the date of shipment. When accepting an order RodeXit may request prepayment of 50 %.

2.3 Payments shall – unless otherwise requested by RNA – be made by means of the major credit card and debit cards from-time-to-time accepted by RNA. RNA will email the necessary payment links together with the invoices. If so requested by RNA, payments shall be made by means of (bank) transfer to a (Danish) bank account. The customer shall bear any (bank) costs associated with sending the payments. RodeXit shall bear any (bank) costs associated with receiving the payments.

### 3. Full Satisfaction Warranty and Remedy

3.1 RodeXit warrants that the customer will be fully satisfied with all delivered RodeXit seals.

3.2 Should the customer not be fully satisfied; the customer shall be free to return the seals and to recover the sum paid for the seals. This is the sole remedy relating to the full satisfaction warranty. The seals must be returned within 60 days after the invoice date.

3.3 The sum paid for the seals will be refunded without undue delay after safe receipt of the returned goods in the original packaging and in unharmed condition. RodeXit shall not be responsible for any loss or damage suffered during the return shipment. RodeXit does not refund the return shipping costs.

### 4. Other Warranties and Remedies

4.1 For a period of 12 months from the date of delivery RodeXit warrants

a) that delivered goods at the time of delivery will be free from defects in material and workmanship under normal use,

b) that all delivered RodeXit seals will be easy and fast to install,

c) that all delivered RodeXit seals will be easy to clean,

d) that all delivered RodeXit seals will be sturdy and under favourable circumstances may last 5 years or more,

e) that the basic proofing technology used in RodeXit seals successfully has passed a weeklong rat attack test performed by the independent and accredited test institution Danish Technological Institute,

f) that no mice or rats can gnaw through 1 mm thick solid steel wires like the ones used in the rodent resistant barrier of the RodeXit seals, and

g) that RodeXit seals are highly rodent resistant so they can repel even long-lasting mice and rat attacks though they will not be able to withstand serious attacks infinitely – especially not if the seals have been damaged e.g. by colliding pallet jacks.

4.2 It is a condition for RodeXit's warranties on RodeXit seals that they a) are used for the recommended proofing purposes, b) are installed, monitored, and maintained in accordance with the

guides published on [www.rodexit.com](http://www.rodexit.com) or otherwise made available to the customer, and c) do not get compromised as a result of accidents, improper use, or extraordinary wear and tear caused by special circumstances. Thus, the installations must (like other rodent proofing installations) at regular intervals be monitored for maintenance needs, cf. Bobby Corrigan in "Of Rodents and Doors", Pest Control Technology August 2015.

4.3 The warranties explicitly stated in above are in lieu of all other warranties whether express or implied including implied warranties of merchantability and fitness for a particular purpose.

4.4 RodeXit's liability for breach of the above warranties shall be limited to the replacement of the affected goods or grant of a credit to the customer's account for the cost to the customer of the affected goods.

4.5 The parties shall be responsible for negligence, gross negligence, and willful misconduct only. E.g. neither of the parties shall bear any responsibility for failure to meet obligations when the failure is due to force majeure.

4.6 Neither of the parties shall be liable for indirect, incidental, special or consequential damages, including loss of profits, revenue, data or use incurred by the other party or any third party. The parties' liability shall in no event exceed 1,000 \$ (one thousand USD) per claim.

4.6 The limitations of the parties' liability do not apply to the extent the damage has been caused by gross negligence or willful misconduct.

4.7 The limitations of the parties' liability shall apply a) no matter if the claim in question is based on contract or tort rules and b) no matter if the responsible party has been warned about the possibility of the suffered damage.

4.8 Except in cases of gross negligence and willful misconduct the remedies explicitly provided for in these terms of delivery shall be the parties' sole remedies.

## **5. Interest on Overdue Amounts**

In the unlikely event that the customer or RodeXit should fail to pay an amount when it falls due, the other party shall be entitled to charge interest at the rate of 0.03% per day.

## **6. Purchase Orders**

Any purchase orders issued by the customer shall be considered to be issued and accepted for delivering, invoicing, and payment purposes only even if they state the opposite and are accepted by RodeXit without reservations.

## **7. Cancellation of Orders**

Orders can at no cost be cancelled until the goods are shipped. When ordered goods have been shipped, the order can no longer be cancelled. However, the full satisfaction warranty will still apply. If an order is cancelled any prepayment will without undue delay be returned.

## **8. Communication Language**

All communications between the parties relating to this agreement shall be in English unless the parties from time to time agree otherwise. Any communications in non-agreed languages may be ignored.

## **9. Choice of Law, Mediation and Arbitration**

9.1 These terms shall be governed by, interpreted, and enforced in accordance with the laws of the State of New York, including the Convention on Contracts for the International Sale of Goods (CISG).

9.2 Any dispute arising out of or in connection with these terms, including any disputes regarding product liability, shall be settled by mediation administered by The Danish Institute of Arbitration in accordance with the rules on mediation adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The language to be used in the mediation proceedings shall be English.

9.3 If the mediation proceedings are terminated without a settlement, the dispute shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitral tribunal shall be composed of three arbitrators. Each party shall appoint one arbitrator. The third arbitrator shall be appointed jointly by the parties or if they fail to do so by the Institute of Arbitration. The language to be used in the arbitral proceedings shall be English.