

Leifwood ApS' General Terms and Conditions of Sale

1. General

- 1.1 These General Terms and Conditions of Sale ("Sales Terms") apply to all transactions between Leifwood ApS ("Leifwood") and the Customer relating to the provision of Timber and Timber related products and services, including all offers, orders and contracts.
- 1.2 Leifwood may amend any details in an offer by notice in writing to the Customer. Any amended details supersede any prior.
- 1.3 Customers terms apply only if expressly agreed in a countersigned document.
- 1.4 Incoterms references mean the latest ICC edition at date of contract.

2. Formation & Amendment

- 2.1 Contract forms only on Leifwoods's written confirmation (including digital signatures).
- 2.2 Amendments or cancellations must be mutually confirmed in writing.

3. Price & Adjustments

- 3.1 Prices exclude VAT unless stated, and are subject to change only upon tax, duty, or statutory adjustments before delivery.
- 3.2 Leifwood to notify Customer promptly of price changes. Customer may withdraw if notified price exceeds 10% increase.

4. Customers' Payment Obligations

- 4.1 Payment deadline: as specified payment terms. Late payment triggers commercial interest +3%, plus recovery/collection costs.
- 4.2 Customer shall not suspend or offset payments for pending claims unless legally required or confirmed in writing.

5. Delivery & Risk

- 5.1 Delivery is per latest Incoterms. Risk transfers at specified delivery point.
- 5.2 Estimated delivery times are non-binding. Force majeure, carrier, or regulatory delays are not Leifwood's liability.

6. Quantity & Quality

- 6.1 Goods conform to contract, industry standards, and applicable statutory regulations.
- 6.2 Customer must inspect goods on receipt and notify Leifwood of shortages/defects within 14 days; afterwards, acceptance is presumed.

7. Claims & Returns

- 7.1 All claims re. measurement, quality, identification of species must be in writing, supported by evidence, within agreed claim period (standard: 14 days).
- 7.2 Returns accepted only with Leifwood's prior written approval. Filing a claim does not delay payment.

8. Retention of Title

- 8.1 Title in all goods remains with Leifwood until full payment is received.
- 8.2 Leifwood may retrieve goods from Customer premises if payment default occurs.

9. Force Majeure

- 9.1 Neither party is liable for delays or failures due to events outside control (e.g., war, disaster, government intervention).
- 9.2 The affected party must notify the other without unreasonable delay.

10. Liability & Indemnity

- 10.1 Leifwood's liability is limited to direct proven damages. Indirect, consequential, or punitive damages are excluded.
- 10.2 Customer indemnifies Leifwood against third-party claims relating to use or onward sale of goods except as warranted.

11. Compliance & Ethics

- 11.1 Both parties must comply with all governing laws, including those for anti-corruption, data protection, EUTR/EUDR and sanctions.
- 11.2 Both commit to legal and sustainable sourcing where applicable.

12. Dispute Resolution & Law

- 12.1 Disputes: escalate amicably first; if unresolved, proceed to arbitration (ICC or specified arbitral body, e.g., in Copenhagen).
- 12.2 Danish law applies unless expressly agreed otherwise.

13. Notices

- 13.1 Notices must be in writing, sent to contract addresses. E-mail is valid if acknowledged by recipient.

14. Miscellaneous

- 14.1 Written amendments only by duly authorized signatures.
- 14.2 If any term is void, the remainder remains enforceable.
- 14.3 This agreement supersedes prior communications except as attached in writing.

15. Signatures & Annexes

- 15.1 Authorized signatures below confirm agreement.
- 15.2 Annexes/schedules referenced form part of the contract.