

PalletBiz Standard Terms & Conditions for sales and delivery of Products & Services

1. SCOPE

1.1. PalletBiz is an expert in buying, manufacturing and selling pallets, packaging & handling products nationally as well as across borders. We have developed these Standard Terms & Conditions (STC) which provides all involved parties with the necessary security that the parties will get what they have contractually agreed.

2. ENTERING INTO AGREEMENT

2.1 A binding Contract has been entered into, when the Seller has counter signed the overleaf Purchase Agreement (PA) with details of the agreement between the parties, including the validity and the notice period for termination of the Agreement.

2.2 The content of the PA, as well as other specific written and signed appendices, annexes and other written agreements done between the Seller and the Buyer, as well as these STC's comprise the entire Contract.

Otherwise the relationship between the parties shall be governed by the UN Convention on contracts for the International Sale of Goods (CISG)

3. DELIVERY OF PRODUCTS

An order has been made when a Purchase Order (PO) with necessary appendices forwarded by the Buyer has been confirmed in writing by the Seller. If a Seller has not confirmed an order within 48 hours from the time it was sent by the Buyer, the Buyer

is free to cancel the order without notice and without any further legal or commercial responsibilities whatsoever. Delivery shall be in accordance with INCOTERMS 2010 as specified on the respective PO's.

4. QUALITY & CLAIMS HANDLING

4.1 Unless a Quality Guideline or other document has been agreed upon before or while signing the PA, PalletBiz refers to its standard guidelines for raw material and finished products, that can be downloaded from our website or by clicking on this [link](#).

5. LOYALTY & CONFIDENTIALITY

5.1 The Parties declare that all information in relation to a Contract and its appendixes shall be kept in full confidentiality, and not revealed to any 3rd Party.

Information relating to PA's, PO's and relevant appendixes must, however, be circulated amongst the parties and it is the obligation of the parties to keep the other parties abreast of information that is of importance for the co-operation.

5.2 Furthermore, a Seller cannot, as long as a PA has effect, nor in a period of 6 months following the termination of the PA, offer products, produce for, trade with, be or become financially involved in, employed by, or otherwise interested in, any company or venture, that is a client of PalletBiz, its subsidiaries or associated companies, at the moment when a PA is terminated by Seller.

A PalletBiz client is defined as someone who has bought products from PalletBiz, or is in negotiation to do so up to the time of termination of a PA. In return for PalletBiz providing business

opportunities for Seller – and as a natural consequence of the above non-competition agreement, PalletBiz expect that Seller is loyal towards PalletBiz.

If therefore Seller is contacted directly by a PalletBiz client – defined as above – he shall ask the client to contact PalletBiz directly, and immediately inform PalletBiz in writing of the contact.

5.3 The above Non-Competition rule is not applicable, if the PA with Seller is terminated by PalletBiz.

5.4 Any breach of these STC's, or the content of a signed PA, or a confirmed PO, allows the non-breaching Party the right to terminate any and all elements of the business relationship with immediate effect, and to demand compensation for losses incurred.

6. APPLICABLE LAW, ARBITRATION AND LEGAL VENUE

6.1 Agreements under these STC's shall be governed by the English version of the UN Convention on contracts for the International Sale of Goods (CISG), supplemented by the current practices and customs.

6.2 Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The language of the arbitration proceedings shall be English, unless the parties agree otherwise.