



Standard Sales, Delivery and Payment Terms

1. Application

1.1 Introduction. The following standard Terms of Sale and Delivery apply insofar as they are not expressly excluded by express written agreement between the parties. These Terms of Sale and Delivery are regarded as having been accepted when an offer is accepted, or an order confirmed, if contact has not been made within 8 days of the offer or order confirmation. STATE OF WOW is hereinafter referred to as SOW.

2. Contractual Basis

2.1 Contractual Basis. These terms and conditions, together with SOW's offers and order confirmations, form the general basis for SOW's sale and delivery of products to the customer. The customer's purchase orders that are printed on orders or of which SOW has otherwise been notified do not form part of the contractual basis.

2.2 Changes and addenda. Changes to or addenda to the contractual basis are only valid if the parties have entered a written agreement.

3. Ownership

3.1 Ownership. Ownership, copyright and other rights to the delivered delivery belongs to SOW. SOW reserves the right to any delivery until the full purchase price incl. any surcharge, interest, fees and costs are paid.

3.2 Until the right of ownership has been transferred to the customer, the customer undertakes to indemnify to keep the delivery fire, theft and water damage insured at new value and not make any alterations, relocation, mortgaging, rental or lending of the delivery.

4. Price and payment

4.1 Price. The price of products shall be SOW's list price on the date SOW confirms its order by submitting an invoice, unless otherwise agreed in writing by the parties.

All prices are exclusive of VAT and other charges. All orders shall be delivered at the prices applicable on the date of delivery. We retain the right to adjust prices without prior notification.

4.2 Payment. The customer shall pay all invoices for products upfront unless otherwise agreed by the parties in writing.

5. Late payment

5.1 Interest. If the payment deadline is exceeded, the outstanding amount will be repaid at an interest rate equal to 1.5% per. commenced month from the due date until payment occurs.

5.2 Reminder fees. If the customer fails to pay an invoice for products on time, for reasons for which SOW is not responsible, SOW will charge a reminder fee for the overdue invoiced amount for each payment reminder sent.

5.3 Debt Collection notice. If the customer fails to pay an invoice after the first 2 payment reminders, SOW will send the third and last reminder along with a Debt Collection notice. If the outstanding amount incl. interest and reminder fees is not transferred to us within the given date, the claim will be surrendered to our legal Debt Collection partner without any further notice. All additional fees and Debt Collection costs will be charged to the debtor.

5.4 Cancellation. If the customer fails to pay a due invoice for products by at the latest **10 days** after having received a written demand for payment from SOW, in addition to interest pursuant to Item 5.1. SOW is entitled to: (1) cancel the sale of the products for which payment is overdue, (2) cancel the sale of products which have yet to be delivered to the customer, or



5.5 demand payment in advance for these products and make changes to future terms of payment irrespective of any terms previously agreed in writing, and/or (3) invoke further rights arising from breach of contract.

6. Orders

6.1 Orders. The customer submits orders for products to SOW either in writing, via the B2B online shop or via admission to trading through SOW's vendors, agents or distributors. SOW's products are prepackaged in specific quantities, and when placing an order, it is not possible to order a different quantity, size, color or produce than the prepackaged unit. An order must contain the following information for each product: (1) Order number, (2) Product number, (3) Product description, (4) Quantity, (5) Color, (6) Size, (7) Price, (8) Terms of payment, (9) Delivery date, (10) Delivery address. SOW does not accept back orders.

6.2 Changing an order. The customer may not change a submitted order for products without the agreement of SOW.

6.3 Inconsistent terms. If SOW's confirmation of an order of products is inconsistent with the customer's order or the Contractual Basis, and the customer does not wish to accept the inconsistent terms, the customer must notify SOW of this in writing within 8 days of receipt of the invoice.

7. Delivery

7.1 Terms of delivery. SOW delivers all sold products to the customer either via its main warehouse or the central office. Delivery is carried out via a carrier unless another prior agreement has been made.

7.2 Delivery date. SOW delivers all sold products pursuant to the agreement between the parties at the time the order was placed. SOW is entitled to deliver products up to 14 days before or after the agreed delivery date unless the parties have reached another agreement in writing

7.3 Delivery cost. Delivery is EX-Works (Denmark) on all orders under 24 pcs. or below EUR 200, -

7.4 Inspection. The customer must inspect all products upon delivery. If the customer discovers a fault or defect for which the customer wishes to make a claim, the customer must immediately notify SOW of this in writing. Notification must be given within 8 days of receipt of the delivery. If the customer fails to immediately notify SOW in writing of a fault or defect which the customer discovers or ought to have discovered, no claim may subsequently be made for said fault or defect.

8. Late delivery

8.1 Delayed delivery. A late delivery does not grant the customer the right to cancel the transaction. If SOW expects a delay to delivery of products, SOW will notify the customer of this and inform the customer of the reason for the delay, together with the updated expected delivery date. If the delay to the delivery is due to the customer's circumstances, the delivery date will be extended by a period of time deemed reasonable in the circumstances. SOW cannot be held responsible or be made subject to a claim for compensation for financial loss resulting from delay or other shortcomings of the delivery.

9. Return

9.1 Returns. All returned goods must be approved by SOW's sales staff/agent prior to return or shipment. The customer must pay for return of the goods and it's the customer's responsibility that all price tags and alarms have been removed beforehand. Return forms must always be inside the return box, either the customer's own or SOW's. SOW will handle returned goods within 8 working days of receipt.

The customer is obliged to return, and package returned goods properly, so goods are received by SOW in an acceptable and proper condition.



10. Warranty

- 10.1 Warranty. SOW guarantees that products are free of major design, material and manufacturing faults and defects.
- 10.2 Exclusions. SOW's warranty does not cover faults or defects due to: (1) normal wear and tear, (2) use or maintenance contrary to SOW's instructions or standard practice, (3) repair or alteration carried out by any party other than SOW, and (4) other circumstances for which SOW is not responsible.
- 10.3 Notification. If the customer discovers a fault or defect during the warranty period for which the customer wishes to make a claim, the customer must immediately notify SOW of this in writing. If the customer fails to immediately notify SOW in writing of a fault or defect which the customer discovers or ought to have discovered, no claim may subsequently be made for said fault or defect. The customer must provide SOW with any information concerning the reported fault or defect which SOW requests.
- 10.4 Investigation. Within a reasonable period after SOW has received a notification from the customer concerning a fault or defect and investigated the claim, SOW will notify the customer of whether the fault or defect is covered by the warranty. Upon request, the customer must send defective parts to SOW. The customer shall cover the costs of and bear the risk for parts during shipping to SOW. SOW shall cover the costs and bear the risk for parts during shipping to the customer, provided that the fault is covered by the warranty.

11. Liability

- 11.1 Liability. Each party is liable for their own actions and omissions pursuant to applicable legislation, subject to the limitations set out in the Contractual Basis.

- 11.2 Product liability. SOW is liable for product liability with respect to delivered products to the extent that such a liability is set out in binding legislation. The customer shall indemnify SOW to the extent that SOW becomes liable for product liability over and above the foregoing.

- 11.3 Limitation of liability. Irrespective of any conflicting conditions in the Contractual Basis, in a single calendar year SOW's total liability towards the customer may not exceed **3%** of the net sale of products for which SOW has invoiced the customer in the immediately preceding calendar year. The limitation of liability shall not apply if SOW has acted intentionally or with gross negligence.

- 11.4 Indirect loss. Irrespective of any conflicting conditions in the Contractual Basis, SOW is not liable towards the customer for indirect loss, including loss of sales, profits, time or goodwill, unless the loss is the result of intentional actions or gross negligence.

- 11.5 Force majeure. Irrespective of any conflicting conditions in the Contractual Basis, SOW is not liable towards the customer for failure to fulfil obligations as the result of what may be classified as force majeure. This freedom from liability applies for as long as force majeure persists. Force majeure is defined as circumstances beyond SOW's control which SOW could not have foreseen at the time the agreement was entered. Examples of force majeure are exceptional environmental conditions, war, terrorism, fire, flooding, vandalism and industrial action.

12. Intellectual Property Rights

- 12.1 Right of ownership. SOW has the full right of ownership for all immaterial rights concerning products, including patents, design, trademarks and copyright.



13. Confidentiality

13.1 Disclosure and use. The customer may not transfer or use, or enable others to use, SOW's trade secrets other information, irrespective of its nature, which is not in the public domain.

13.2 Protection. The customer may not unduly acquire or attempt to acquire knowledge of or access to SOW's confidential information, as set out in Item 13.1. The customer must handle and store this information in responsible manner in order to ensure that others do not unintentionally become privy to it.

13.3 Duration. The customer's obligations pursuant to Items 13.1-13.2 apply to the parties' trade with one another and apply indefinitely following the end of this trade irrespective of the reason the trade ceased. indefinitely following the end of this trade irrespective of the reason the trade ceased.

14. Applicable law and jurisdiction

14.1 Applicable law. The parties' trade is in all respects subject to Danish law.

14.2 Jurisdiction. Any dispute which arises in connection with the parties' trade shall be arbitrated in Danish court.

15. Trademark protection

15.1 Trademark protection. SOW's logos and trademarks listed below, are protected by European trademark registration and may only be used with prior authorization of STATE OF WOW.

STATE OF SOW ®

Curing the Capless ®

UPFRONT Company ®

WEAR IT LIKE YOU MEAN IT ®

Living Accessories ®

STATE OF SOW "Mountain" logo.

UPFRONT Company "Arrow" logo.

EX-BAND ®

*We are not responsible for misprints, and all products are subject to availability.

*All previously issued and received standard sales, delivery and payment terms are hereby declared void.