

# Terms of Sale and Delivery

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The following terms of sale and delivery for Nybo Workwear A/S shall apply to all orders unless otherwise is agreed in writing.

## Receipt of order

All orders placed shall be subject to force majeure, a low level of inbound selling, and raw material delivery failure. Placed orders containing special commodities shall be final only when Nybo Workwear A/S has received a signed copy of the confirmation of order from the customer.

The customer shall be entitled to cancel orders in a period of 8 days subsequent to the placement of the order, not including orders containing special commodities where production has been launched.

Nybo Workwear A/S shall be entitled to reject any order, if the customer's credit rating is not satisfactory.

## Delivery terms

All goods shall be delivered according to the Incoterms 2010 Ex Works clause, unless otherwise stated on the order confirmation. Nybo Workwear A/S shall be entitled to choose to delay deliveries or to cancel any orders, in case of non-payment of arrears.

## Delivery time, delays

Nybo Workwear A/S shall, within a reasonable time frame, in writing, inform the customer about delays.

## Prices

All stated prices are subject to changes in custom duties, all kinds of consumption taxes, sudden currency fluctuations, and increase in raw material prices. In the event that Nybo Workwear A/S should wish to rely on such changes, the customer must be informed immediately.

## Payment, calculation of interest

Unless otherwise stated in writing, payments shall be due 14 days subsequent to the date of invoice. In case of overdue payment an interest of 1.5% per month shall be assigned to the total amount starting on the due date of payment. In the event that payments are made after judicial recovery of debts, the customer must pay all collection expenses.

## Retention of title

Nybo Workwear A/S shall retain ownership of any delivered goods until full payment of the sales price. Any cost of enforcement of retention of title shall be paid by the customer.

## Product liability

In the event that a product causes damage to the customer's, or any third party's, person or property, Nybo Workwear A/S shall be liable only to the extent that it can be proven that the damage is caused as a result of said defect, and that there is a causal connection, including foreseeability, between the damage and the defect. However, Nybo Workwear A/S shall not be liable for damage to property or movable property for commercial use, belonging to the customer or any third party.

Nybo Workwear A/S's compensation liability shall not include loss suffered as a result of loss of profits, loss on operations, lost earnings or other indirect losses, and any compensation that may arise shall not exceed the invoiced amount of the delivered claimed piece of goods.

In the event that Nybo Workwear A/S is subject to liability towards any third party, the customer must indemnify Nybo Work wear A/S to the extent that said liability exceeds the limits stated above. The customer must at all times seek to limit any possible loss. We take reservations for stated shrinkage and dimensional tolerances due to o.a. amendments in relevant norms and to conditions (differences/ deviations) in industrial laundering (including chemical types and quantities, applied laundry methods for washing and drying and for size sampling/choice) in relation to ISO 15797.

## Notice of defect

Any notice of defect shall be made in writing no later than 8 days after reception of the goods. It is a requirement in the handling of complaints that the customer cooperates and delivers all information concerning the handling of the product in the relevant case, incl. specific information on washing and drying conditions (where necessary). Such information is, of course, treated as confidential information. Notice of defect of any partial delivery shall not entitle to a cancellation of other items of the order. Any notice of defects after use/laundrying of the product will only be accepted provided the defect was invisible/impossible to detect at receipt of goods and such notices of defects are subject to the international rules of complaints which applies for 24 months from date of receipt of goods.

Concerning returned goods and/or claims we kindly draw your attention to our website [www.nybo.com](http://www.nybo.com), where our return policy is described. We need a return form containing all relevant information to be sent to [info@nybo.com](mailto:info@nybo.com), and then we will assess the returned items and return the form to you with the approved returns. A claim is only accepted after it has been received and assessed by us. Nybo Work Wear A/S need a sample with every claim to be able to handle it as correctly as possible.

Inappropriate or improper use or handling according to the washing instructions on [www.nybo.com](http://www.nybo.com) does not justify a product defect. On our website you will find current conditions (activate link) for return of goods, recommendations for industrial laundering and sales and delivery terms. Updates are made here, and we recommend our customers to check same (incl. updates).



PURVEYOR TO H. M. THE QUEEN OF DENMARK

# NYBO

WORKWEAR SINCE 1962

**Return and replacement of goods**

An item that is faded, used, washed or returned too late cannot be replaced or returned for credit. The same applies to commodities and embroidered and printed items. Returned goods are only accepted in the same condition as when originally shipped, and a copy of the invoice/packing list must be enclosed. If the item is wrapped in a specific bag it must be returned in the same bag, otherwise the item cannot be credited. Any goods returned later than 3 months after the receipt will be subject to price reduction according to the current guidelines for return of goods stated on [www.nybo.com](http://www.nybo.com).

**Exemption from liability (including force majeure)**

Nybo Workwear A/S reserves the right to postpone the date of delivery. If the delay is caused by circumstances that can be characterized as force majeure or if the delay is caused by delayed deliveries or nondelivery from sub-suppliers, the date of delivery may be postponed for the same period of time as the obstruction has existed.

The following circumstances shall result in exemption from liability if they obstruct the fulfilment of the contract or make the fulfilment of same unreasonably burdensome: Industrial dispute and any other event whatsoever, which is beyond the parties' control such as fire, war, mobilization or similar military draft, requisitioning, confiscation, currency restrictions, revolt or civil unrest, shortage of transport facilities, general shortage of goods, restrictions on power, disasters in nature, COVID-19 and other similar pandemics and shortcomings or delays in deliveries from sub-suppliers regardless of the underlying reason.

A party who wishes to invoke any exemption of liability must without any delay in writing inform the other party of the occurrence and cessation on the situation in question.

Both parties shall be entitled to cancel the contract, if one (or more) of the above mentioned circumstances that obstruct(s) the fulfilment of the contract continues to exist for 6 months after the original delivery date. However, in the event of lack of deliveries from sub-suppliers, Nybo Workwear A/S shall be entitled to honour the contract by replacing goods (fabric, accessories) at an equivalent price and with equivalent quality and characteristics as soon as possible and not later than 3 months after the agreed delivery date.

**Applicable law and venue for disputes**

Any legal dispute shall be settled by "Retten i Viborg" (the Viborg city court) subject to Danish law, with the exception of the current rules of international civil law.

Viborg, September 2021

