

# General Terms of Sale and Delivery

## 1. General provisions

All sales transactions, re-sales or utilization of the products of nine eyewear A/S (hereinafter called "nine eyewear") are covered by the present conditions, regardless of whatever clauses may be set forth in the purchasers documents.

## 2. Authority of nine eyewear's sales distributor

No distributor has the authority to incur on nine eyewear's behalf any obligations or liability in the absence of express written authorization related to the matter at hand.

## 3. Price

Prices are final upon acceptance of the order by nine eyewear.

## 4. Conditions of payment

Invoices are presented on delivery and are payable in cash. nine eyewear may nevertheless agree with distributor for delay in payment up to thirty (30) days counting from the day of invoice. nine eyewear reserves the right to require a bank guarantee or other guarantee. The non-payment of a sum when due as well as the dishonor of accepted drafts or the loss of bank or any other guarantees required by nine eyewear, may involve at nine eyewear's option, application of interest at the maximum rate permitted by law, to which will be added any bank fees sustained by nine eyewear and that without prejudice to article 5 herein below (all months started count as an entire month).

## 5. Proprietary rights

The transfer of title to the goods sold does not take place until the date of full payment by purchaser. Upon delivery of the goods, distributor will have the care of same, and will be fully responsible in case of loss, theft or partial or total destruction for whatever reason. To this effect, purchaser must insure the goods and furnish to nine eyewear any evidence required by nine eyewear in this regard. Furthermore, distributor must take all measures to the end of permitting segregation & identification within its inventory of the goods, which are covered by the presented reserve of proprietary rights.

In case of non-payment at the determined due date, nine eyewear may re-claim the entirety of the goods by registered letter, mail or e-mail, return receipt requested, indicating the date and price where the goods will be picked up, it being understood that restitution of the goods will be made at the expense and risk of purchaser. The purchaser may free itself from the restitution obligation by paying the total amount due including additional costs on that date to nine eyewear, but without further delaying same, within 48 hours of receipt of registered letter.

## 6. Delivery times

Times of delivery do not have legal significance. In case of delay, purchaser cannot cancel the sale nor refuse the goods nor claim damages. nine eyewear reserves the right to make partial delivery of a purchaser's order. Each shipment or delivery hereunder shall be construed as a separate sale and purchaser agrees to accept and pay for each such shipment or delivery herein.

## 7. Force Majeure

nine eyewear shall not be responsible for delay, non-delivery or default in shipment in whole or in part if occasioned by strikes, wars, riots or revolutions or government intervention or non-delivery due to fires, floods, accidents, insurrections lock-outs, break-down of machinery, loss or damage in transit to nine eyewear, delays in transport resulting from perils of the sea, stoppage of labor, shortage of carrier or governmental restrictions or any other unavoidable cause and in no case shall nine eyewear be responsible after delivery of the goods in good order or condition.

## 8. Guarantee and limitation of liability

nine eyewear guarantees free exchange of the frames and parts thereof due to manufacturing defects, within a period of two (2) years from date of invoice and up to the limit of available stock. Any claim raised against nine eyewear, cannot exceed the value of the merchandise originally sold. nine eyewear cannot be held liable for any loss of operation, loss in profit or any other financial losses directly or indirectly being part of this agreement, including losses occurring as a result of delays or shortages in the objects sold, or any disputes related to Force Majeure. nine eyewear must, without unjust delay, inform its distributor in writing about any disputes related to Force Majeure as said above.

## 9. Publicity materials

nine eyewear may, at its discretion, send to purchaser publicity material for its exclusive use. This publicity material remains exclusive property of nine eyewear. Purchaser may not utilize same or other than under the conditions established by nine eyewear. This material must be returned to nine eyewear on its first demand and at the expense of distributor.

## 10. Claims / return of goods

Claims must be made in writing within eight (8) days after delivery of the goods. No goods can be returned to nine eyewear without its prior written agreement. Receipt by nine eyewear of such written notice of claim within the time limit above specified shall be a condition precedent to purchaser's right to reject, cancel or claim damages or to commence any litigation thereon. Failure to give timely written notice shall constitute irrevocable acceptance of the goods as in full compliance with all terms, conditions and specifications. nine eyewear shall not be liable for prospective profits or special incidental or consequential damages. Purchaser's sole and exclusive remedy shall be replacement or exchange of the goods or, at nine eyewear's sole option, refund of the purchaser's price.

## 11. Protection of trademarks

The utilization by purchaser of the trademark "nine, nine eyewear" and any other trademarks under which nine eyewear sells its products, is exclusively limited to the retail sale of products bearing these marks by purchaser. Any use of the said marks for any other purpose is strictly prohibited, and purchaser shall be liable to nine eyewear for any damages, as well as expenses and legal fees, upon determination of breach of this condition by purchaser or anyone under its direction or control.

## 12. Arbitration & choice of law

Any controversy or claim arising out of this contract between purchaser and nine eyewear shall be settled by arbitration in the city of Aarhus, Denmark in accordance with the rules governed by and construed in accordance with the laws of Denmark, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the courts of "Byretten" in the city of Aarhus, Denmark, also named as (Retten i Aarhus). No claim, proceeding, action or arbitration may be maintained if commenced later than one year following accrual of the cause of action. The parties agree that this contract shall be interpreted in accordance with the laws of Denmark applicable to contracts of sale made and to be performed in such state.

## 13. Severability

In the event any term, condition, covenant or portion of this contract is held to be invalid, the remainder of the contract will remain in full force and effect.

## 14. Waiver of performance

The failure of either party at any time to require performance by the other of any provision hereof shall not affect the full right to require such performance at any time thereafter nor shall the waiver of a breach of any provision constitute a waiver of any succeeding breach or a waiver of the provision itself.

## 15. Non-exclusivity

nine eyewear, unless specified otherwise herein, does not grant to distributor any exclusive rights with respect to the goods.

## 16. Modification

This document and its General Terms of Sales and Delivery may be modified only by a writing signed by the party to be charged with the modification.