

Emporium Service ApS Terms for handling and logistics services – April 2024

Emporium Service ApS' ("Emporium's") Terms for handling and logistics services (the "Terms")

These Terms apply (and apply exclusively) to Emporium's Services (as the Services are defined in Emporium's order acknowledgement (the "OA")) to you ("Customer") in relation to Emporium's handling of your goods (the "Stock") and Emporium's logistics services in relation to the same.

To the extent not deviated from in these Terms, the Services shall be subject to the FIATA Model Rules for Freight Forwarding Services (the "Rules"), see these on [f0fd7596-7861-42f6-bfa3-157ffb3d0aaf FIATA Model Rules for Freight Forwarding Services 2019.pdf \(prismic.io\)](https://www.fiatamodelrules.com/2019/), which are hereby incorporated in the Terms by reference, while Article 8.3.3 of the Rules shall read: "8.3.3 Other type of loss - The provisions of Art. 7.3. notwithstanding, the Freight Forwarder's/Emporium's liability for any type of loss not mentioned in 8.3.1. and 8.3.2. shall not exceed the total amount invoiced to Customer for the Services in any one year for each incident unless a larger amount is received from a person for whom the Freight Forwarder/Emporium is responsible."

1.1 The Services

The Services are exclusively those specified in the OA and only relate to the Stock, as the Stock is specified in OA. Emporium will ensure that the Services are performed in a good and workmanlike manner in accordance with applicable industry standards and general practices in existence at the time of performance of the Services.

1.2 Incoming inspection

Emporium will, when receiving the Stock, make a sample visual inspection of the Stock and compare the received Stock against the specifications of the same provided in the OA. Unless agreed otherwise in writing Emporium's inspection will only be for evident visual defects, which can reasonably be detected by a visual inspection. Emporium shall in no event be held liable for any defects, shortcomings or other existing at delivery.

1.3 Return of the Stock

Stock or parts thereof will upon request be forwarded to the Customer or its designated recipient no later than 10 working days after receipt of the instruction from Customer, unless baking or additional services are to be performed by Emporium.

1.4 Export/import license and shipping

Prior to Emporium's shipping of the Stock or part thereof to Customer or its designated recipient the Customer must inform Emporium if export or import license applies to the Stock to be shipped and shall send all relevant documents and specifications required for any export/import licenses (or other regulatory requirement) as well as for the shipping/sending. All customs issues are the responsibility of and are handled by Customer unless otherwise is expressly agreed.

Unless otherwise agreed or specified in the OA all Stock shall be shipped by Emporium "ex works" at Emporium's place of shipment. Risk of loss of or damage to Stock shall pass to Customer (or its designated recipient) when Emporium places the Stock in possession of a common carrier selected by Emporium.

Unless otherwise agreed or specified in the OA, shipping shall be by DHL, UPS or similar without express charges. Any and all costs in relation to shipment, insurance, freight etc. in relation to shipping to the Customer (or to Customer's designated recipient) of the Stock shall be at the Customer's expense.

1.5 Prices, invoicing and interest on late payment

The prices for the Services and payment terms are as set forth in the OA. Emporium reserves the right to invoice in advance for any part of the Services. Interest on 1.5% for each commenced month shall be added to any invoice, which is not paid in time.

1.6 Emporium's liability, risk of loss of or damage to the Stock

To the extent that the Services from Emporium's side are defective or Emporium otherwise breaches its obligations under these Terms, the Customer shall be entitled to claim a deduction in and/or repayment of any fees paid for the same, to require compensation for damage to the Stock to the extent provided for expressly in this section 1.6, and/or to terminate the assignment under the OA in accordance with the general principles of Danish law, but not in any event to any other remedy than what is expressly provided for in these Terms.

Emporium shall only and exclusively be liable for any loss of or damage to the Stock, if and only to the extent;

- (i) such is caused by Emporium's negligence in performance of the Services, and while EMPORIUM shall ensure to have general business liability insurance in the minimum amount of 10 million EUR (max. per damage and per year);
- (ii) it follows expressly from the OA that Emporium provides insurance for accidental damage to or loss of the Stock due to fire, theft, water or other usually insurable immediate damage, and/or if it follows expressly from the OA that Emporium provides transport insurance

(outbound) covering the Stock when shipped by Emporium to the Customer or its designated recipient, while Emporium shall then ensure to have insurance for such (as relevant) on terms customary in the Danish insurance market with such limits as are required to insure the full value of the Stock assigned to it by the Customer and informed to Emporium or

- (iii) it follows from the Rules.

Emporium's liability for damage to or loss of the Stock shall (whether asserted as a tort claim or contract claim) and for all claims arising out of or relating to these Terms cannot exceed the lowest of either; (i) the value assigned by the Customer to the respective damaged or lost Stock as informed in writing to Emporium excl. VAT; (ii) the market value of the Stock excl. VAT, and shall in any and all events be subject to the limitations and exclusions etc. in 1.7 below.

1.7 Limitations, exclusions of liability and Customer's duty to hold harmless etc.

Unless it is expressly stated on the OA that Emporium will provide insurance for accidental damage to or loss of the Stock and/or transport insurance (outbound from Emporium) covering the Stock when shipped by Emporium to the Customer or its designated recipient, any such risk as well as any other risk of loss of or damage to the Stock shall to the extent Emporium is not liable for the same pursuant to the Rules exclusively be the Customer's, and Customer shall itself ensure adequate insurance coverage.

Emporium shall not have any liability for other damage to or loss of any kind than what is expressly mentioned under 1.6 above, and Customer shall save, hold harmless and indemnify Emporium for any other liability and claims in relation to the same. Emporium shall among other expressly not in any event be liable for (and Customer shall release, hold harmless and indemnify Emporium from any claims in relation to);

- (i) any damage or liability, which is not covered by Emporium's insurances as described in 1.6, including namely but not exclusively Emporium not being liable for any accidental damage to or loss of the Stock to the extent such is not covered by Emporium's insurance mentioned under 1.6;
- (ii) any delay of the Stock being forwarded to Customer or its designated recipient;
- (iii) any damage caused by the Stock or their functionality to other goods or products, while it shall always be the responsibility of the Customer and its purchasers to make all relevant tests of the Stock and to bake them to the extent necessary, before incorporating them into any device, product or part thereof;
- (iv) any indirect, consequential, incidental, punitive or special damages (including, without limitation, and regardless of whether such losses are direct, indirect, incidental, or consequential, loss of profit, Customer's or its purchaser's liability to other parties, or their own internal costs or losses of any kind, loss of use or loss of data, business losses, loss of goodwill, damage to property (other than the Stock) or person; or
- (v) any fines, fees, duties or similar of any kind in relation to the selling, exporting or importing of the Stock.

Emporium shall notwithstanding the foregoing under (iii and iv) above have product liability to the extent that such cannot be excluded or disclaimed under applicable product liability laws, while any other product liability shall be expressly excluded and disclaimed by Emporium, and while to the extent Emporium incurs product liability towards a third-party, the Customer shall indemnify and hold Emporium harmless for such to the same extent that the liability of Emporium is limited in accordance with the above-mentioned.

Any claim related to damage to or defects in Stock shall be sent to Emporium within 10 days from the discovery of the defect, and in any event no later than 30 days after the Stock was sent by Emporium, as the claim shall otherwise automatically be barred and considered waived by Customer.

Emporium is excused from performance of any obligations under this Agreement and from any liability in connection with the same (save for if covered by Emporium's insurance mentioned under 1.6) if the failure in performance is caused by events or conditions beyond Emporium's reasonable control, including, without limitation, acts of God, acts of the public enemy, arrest and restraint of industrial people or rulers, civil disturbances, boycotts, acts or omissions of Customer or civil or military authorities, landslide, lightning, wash-outs, tornadoes, hurricanes, windstorms, explosions, epidemic, flood storm, fire, earthquake, riot, or war.

1.8 Governing law and exclusive jurisdiction

These Terms shall exclusively be governed by the laws of Denmark (excluding Danish conflicts of laws rules).

Any and all disputes arising out of or in connection with these Terms, their validity or other in relation hereto shall exclusively be settled by the City Court of Glostrup with normal rights of appeal to the higher Danish courts.