

## Terms of sale & delivery

### 1. Introduction

The following terms of sale and delivery apply to the extent not waived by a written agreement in writing between the parties. These terms of sale and delivery are accepted by accepting the offer.

### 2. Prices

All prices are excl. VAT and are subject to increases in material prices, labor wages and any regulatory changes unless otherwise explicitly stated. When specifying fixed prices, these are only valid within the closing, which has been brought with regard to acceptance and delivery time. Reservations for writing errors are taken.

### 3. Offer

Only written offers are binding. All offers are subject to intermediate sales and are valid 2 months from the date of the offer. If the buyer requests specific specifications that do not appear in Hampus' or its supplier's standard specifications, these must be expressly agreed in writing.

Drawings, pictures, descriptions, ideas and the like that form part of the basis of an offer are always considered the property of Hampus and may not be disclosed or copied without Hampus' consent.

The offer is a confidential document between the seller and the customer and must not be copied, disclosed or otherwise presented to third parties other than to municipality building permit employees.

### 4. Order

The purchase is final when Hampus has confirmed the order in writing and if no written notice has been submitted within 7 days of receipt of the order confirmation. Hereafter, the order cannot be cancelled, changed, or postponed by the purchaser without the written consent of Hampus, and then only against payment of costs incurred.

### 5. Payment terms

Payment due date is 15 days net unless otherwise agreed. If the payment deadline is exceeded, a reminder fee and the applicable process interest per commenced month will be added. Hampus reserves the right to demand cash advance payment or collateral. After the EN1176 safety review, a maximum of 5% of the project sum can be withheld.

Unless otherwise agreed, payment is made according to the following payment schedule:

40% prepayment invoiced immediately after the agreement is concluded.

15% at 50% completed production in factory (photo documentation is sent)

15% at 100% completed production in factory (photo documentation is sent)

25% when Hampus ApS reports the assembly carried out.

5% When passing.

Any additional orders are settled on an ongoing basis with an 8-day payment deadline, and no payments can be withheld for additional orders.

### 6. Property

The copyright owner shall retain ownership of the delivered product, and copies thereof. The buyer has no other right than that transferred by the contract of purchase. The ownership of the built products are the buyers only when all payments has been made to Hampus. Ownership of design, copyright and other rights to the product belong to Hampus.

### 7. Delivery

The order is delivered to the customer's address, unless otherwise agreed. For larger shipments, the customer must receive the shipment by truck, or other suitable equipment, otherwise an extra re-unloading will be invoiced.

The EN1176 inspection report must be available no later than 10 days after Hampus ApS has reported the installation carried out. Any comments in the playground inspection report are rectified and documented with photos according to Hampus ApS' quality assurance procedures and form the basis for final approval and delivery.



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## 8. Delivery time

Delay in delivery does not give the buyers the right to cancel the deal until after written request to Hampus under correct formal conditions. If Hampus hereafter does not deliver the goods within a reasonable time the client have the possibility of cancelling the deal.

## 9. Force majeure

Delayed delivery caused by reasons beyond Hampus' control, including but not limited to, natural disasters, weather conditions, labor conflict, operational malfunctions, transportation difficulties, or any third party reason out of Hampus control, can occur without Hampus being held accountable.

## 10. Missing

Hampus warrants the terms below that the goods delivered are of good quality in terms of materials, tolerances and work. If within the first 12 months after delivery defects in delivered goods occur, Hampus will without charge of the buyer rectify the defective item(s). The aforementioned obligations are conditional to immediate and within five days of receipt of the goods being advertised in writing to the Supplier.

Hampus is not liable for defects attributable to improper handling, assembly or neglect, or to unusual or customary wear, tear and use.

## 11. Complaints

Complaints about defects, including quantity deviations that have been or should have been established by such a check, must be made immediately and absolutely within 8 days after delivery of the goods at the Buyer's place in order to be accepted. Any other defects must be advertised immediately after the Buyer should have discovered the defect, and at the latest within 1 year.

If the goods are to be assembled or installed, the Buyer must ensure that the goods are inspected - before the installation is begun - for defects, since complaints cannot take place after installation has commenced.

Complaints must be in writing and enclosed with valid invoice as well as clear photos documentation. Additional photos must be submitted on Hampus' request.

## 12. Product liability

If a product supplied or fitted by Hampus causes damage to a person as a result of a defect in the product, Hampus is only liable to the extent that the liability can be imposed on the seller in accordance with normal legal rule

Hampus will not be liable for any damage to the buyer or third party items caused by defects in the product delivered. Hampus's liability shall in no case include operating loss, loss of time, loss of profits or other indirect loss incurred by the buyer or third party. Hampus also disclaims liability for products that include materials supplied by the buyer and for products made by the buyer that include materials supplied by Hampus, unless the damage can be attributed to Hampus' product. If Hampus is liable for product liability to third parties as a result of products delivered to the buyer, the buyer is obliged to indemnify Hampus to the same extent as Hampus has limited its liability above.

## 13. Disputes

Should a dispute arise regarding the contractual nature of the goods, etc.

it is Hampus' right to choose whether the dispute should be settled by arbitration or by the ordinary courts. If the dispute is to be settled by arbitration, the arbitral tribunal shall be established in accordance with the rules of the General Conditions for Works and Deliveries 1992 §47. Views and estimates are measured in accordance with the rules of the General Conditions for Works and Deliveries 1992 §45

## 14. Assembly

The installation price is subject to non-excavation friendly soil or ground. This is in case of large stones, tree roots, hidden foundations, construction waste, wires, pipes and the like. If asphalt or concrete is to be paved, there will be an extra fee for this as well as disposal of excavated material. Excavated soil is, as a starting point, deposited on the land where the soil is excavated. If the soil needs to be disposed of, this is invoiced separately.



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Prices for moving land and the like applies exclusively to clean soil. The customer delivers drawings of all relevant cables & pipes in the underground at least 1 week before start-up. There must be free access to water and electricity (230/400 volts 16 amps) at a distance of max. 50m from the installation site.

Unless otherwise agreed, prices require possible access by crane truck for delivery directly to the installation area. Unless otherwise agreed, the installation area must be cleared for any existing installations before Hampus' installers arrive at the area. For mounting in newly established areas where the playground safety impact materials have been laid / established BEFORE fitting the play equipment, extra costs for moving and re-establishing these fall bases are invoiced. Any use of crane, as well as laying out road plates where required, are invoiced separately unless this is specified in quotation and order confirmation.

Necessity and extent of fencing of the installation area is assessed and established by the customer at their expense. Damage exercised on the products in connection with the assembly is solely the responsibility of the customer.

Waitingtime on the installation site applied to Hampus by the Buyer is invoiced separately.

Any winter measures related to mounting Hampus products, including safety materials and weather-resistant measures, are not included in the Buyer's price and are billed separately.

#### 15. Ground structure

Any ground build up carried out by the buyer or a third person designated by the buyer must meet the DS/R 1136 standard requirements. Settlements resulting from inadequate floor construction are Hampus irrelevant.

The ground build up must be firm and leveled with a maximum deviation of +/- 1cm measured on a 4 meter straight rail. Water must be able to penetrate the area either through surface fall or seepage.

#### 16. Fall areas and safety impact materials in general

It is the Buyer's responsibility to ensure that the fall base is approved and corresponding to the fall height required for the play equipment. To ensure the required effect of the fall material, the buyer must maintain the material according to the instructions given in connection with delivery. If the ground is not maintained, Hampus cannot be held responsible for the impact absorption.

#### 17. Fully molded rubber coatings

In connection with the establishment of rubber coatings, dry weather and dry surfaces must be used/present. Temperatures of at least 8 degrees celcius, during and up to 24 hours after establishment. Any colored EPDM that is established outdoors is influenced by UV radiation. A solid edge must be established to end the coating. Fencing and the extent of fence around the area in connection with the curing process is Buyer's responsibility unless otherwise agreed in writing with Hampus. Hampus will not be liable for any damages resulting from the buyer's failure to fence the area.

#### 18. Design of playground equipment

The final design of the playground equipment depends on the wood materials available at the time. The final design of the project is therefore part of a creative process while the work takes place. The final delivery will therefore, to some extent, differ from the presentations made in the offers and sales material. When ordering, the final design of the delivery is handed over to Hampus' design staff. Complaints derived from the final design of a delivery is irrelevant to Hampus. Unless otherwise agreed, Hampus is responsible for the choice of colour palette for the delivery. Wood is a natural material and windshakes and cracks may appear in the wood after assembly. Any processing of these is considered general maintenance.

#### 19. Maintenance guide

Hampus' general maintenance instructions are attached to the invoice. If desired earlier in the process, it can be delivered on request.



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## 20. Warranty

Hampus provides the following guarantees:

12 years against failure due to material and structural defects in all steel foundations.

Against rot, fungus and fractures due to materials and manufacturing defects in Robinia.

Against rot, fungus and fractures due to materials and manufacturing defects in Oak.

5 years against material defects and defects in climbing nets and climbing ropes.

Against rot, fungus and fractures due to materials and manufacturing defects in Douglas fir and Larch.

2 years against defects in material and manufacturing defects on moving parts of joints between ropes or chains and wood, or steel.

The warranty does not cover: Wear and tear, vandalism and misuse. Surface corrosion on metal parts. Surface discoloration or similar cosmetic damage. Tightening of bolts, screws, nuts and the like. Plastic plugs and plastic buds that are peeled off or otherwise lost. The warranty does not cover if the products have not been maintained in accordance with Hampus' maintenance conditions. Documentation for this is required.



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