



Scent of Home- General Delivery and Payment Conditions

§ 1 Validity

(1) All supplies, services and offers from Scent of Home (after also referred as the shortening "SOH") are provided exclusively on the basis of these General Supply and Payment Conditions.

These form part of all contracts which we conclude with our contracting partner (also referred as the "Client") on the supplies or services which we offer. They also apply to all future supplies, services or offers to the Client, even if they are not the subject of a further separate agreement.

(2) The terms and conditions of the Client or of third parties do not apply, even if the SOH does not expressly contract their validity in individual cases. Even if the SOH refers to correspondence which contains terms and conditions of the Client or of third parties or makes mention of such, this does not suggest any agreement to the validity of such terms and conditions.

§ 2 Offer and contract conclusion

(1) All offers from SOH are subject to change and non-binding, in so far as they have not been confirmed by SOH and the customer. The SOH may accept orders within 30 days of their receipt.

(2) The sole authoritative document for the legal relations between SOH and purchaser is the purchase contract concluded in writing, including these General Supply and Payment Conditions. This fully reflects all agreements between the contracting parties on the object of the contract. Oral promises by the SOH before the conclusion of this contract are not legally binding and oral agreements by the contracting parties are replaced by the written contract, unless it is expressly stated that they will continue to be binding in each case. Supplements and modifications to the agreements reached, including these terms and conditions, require the written form in order to be effective. With the exception of executives or authorised representatives, the Purchaser's employees are not entitled to reach oral agreements which are different from this. To comply with the written form, transmission by email.

(3) Information from SOH on the object of the supply or service (e.g. weight, dimensions, practical value, capacity, tolerances and technical/ clinical data) as well as our representations of the same (e.g. drawings and illustrations) are only approximately applicable, unless its applicability for the purpose contractually envisaged requires precise conformity. These are not guaranteed characteristics but descriptions or identifications of the supply or service. Differences which are customary in the trade, which are the result of legal provisions or which represent technical improvements, as well as the replacement of components by parts of equivalent value, are permissible in so far as they do not detract from the applicability for the purpose contractually envisaged.

(4) The SOH retains the ownership or copyright for all offers and cost estimates issued by him as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and resources made available to the Client. Without the express agreement of the SOH, the Client may not make these objects, or the content of them, accessible to third parties or make them known to third parties, or have them used or reproduced, either by himself or by third parties. On request by the SOH he must return these objects to him in their entirety and, where applicable, destroy any copies made of them, if they are no longer needed by him in the proper course of business or if negotiations do not result in the conclusion of a contract.

(5) Private label: After the customer have signed the contract due to the confirmed deal from SOH, and both partners have agreed about the logo, there is no possibilities fore cancelling the order.

§ 3 Price and payment

(1) Prices are valid for the scope or services or supplies listed in the order confirmations. Additional or special services will be calculated separately. Prices are given in EUROS ex works. legal value added tax, customs for export deliveries plus duties and other official charges.

(2) In so far as the prices agreed are based on the SOH's list prices and delivery is not to be made until more than six months after the conclusion of the contract, the SOH's list prices valid at the time of delivery apply (in each case minus an agreed percentage or fixed discount).

(3) Amounts invoiced are basically to be paid in this certain way:

- Before production starts: 50% payment
- Before shipping/ transportation: 25% percent
- After receiving the products: 25 % percent

If any other payment conditions are agreed in writing, the payment conditions thus agreed in each case apply.

(4) In each case payments are only considered as discharging the Client's debt when the amount paid in is credited to the account. The acceptance of bills of exchange and cheques is subject to agreement. Bills of exchange and cheques will only be accepted for processing and are only valid as payment once they have been fully cleared. Discount charges and tax on bills of exchange are charged to the Client. When accepting bills of exchange and cheques, no guarantee will be undertaken for prompt submission or the production of claims.

(5) Payments will basically be offset against the oldest demands. If the Client does not pay by the due date, then interest will be charged on the outstanding amounts at a rate of 5% p. a. as from the due date; the application of higher interest rate and additional damages in case of late payment remains unaffected.

(6) The SOH is entitled only to make deliveries or provide services against prior payment or deposit if, after the conclusion of the contract, circumstances become known to him which are of a nature to considerably reduce the Client's credit worthiness and on account of which the payment of the SOH's outstanding demands from the relevant contractual relations (including those from other individual orders for which the same framework contract applies) is put at risk.

§ 4 Supply and delivery times

(1) Supplies are provided ex works- transportation, shipping.

(2) Terms and deadlines announced by the SOH in advance are always only approximate unless a fixed term or a fixed deadline is expressly promised or agreed. In so far as shipment/transportation has been agreed, delivery terms and delivery deadlines relate to the point of handover to the forwarding agent, freight carrier or other third party commissioned for the transport.

(3) Notwithstanding his rights with respect to defaulting on the Client's part, the SOH may ask the Client for an extension to terms for supplies and services, or a postponement of delivery and completion deadlines by the period of time for which the Client fails to meet his contractual obligations with respect to the SOH.

(4) The SOH is not liable for impossibility of delivery or for delays in deliveries in so far as these have been caused by force majeure or other events which were not foreseeable at the time of concluding the contract (e.g. operating disruptions of all kinds, difficulties in procuring materials or power, transport delays, strikes, lawful lockouts, workforce, energy or raw materials shortages, difficulties in procuring necessary official approvals, official measures or non-delivery or incorrect or late delivery by suppliers), for which the SOH is not responsible. In so far as such events make it considerably more difficult or impossible for the SOH, to provide his supplies or services, and the obstacle is not merely of a temporary duration, the SOH is entitled to withdraw from the contract. In case of obstacles of a temporary duration, the terms for supplies and services will be extended or the delivery and completion deadlines will be postponed by the period of the obstruction plus an appropriate run-in period. In so far as the Client cannot be expected to accept the supply or service as a result of the delay, he may withdraw from the contract by means of an immediate written notification to the SOH.

(5) The SOH is only entitled to make part deliveries if

- the part delivery is usable by the Client in the context of the contractual intended use,
- the delivery of the rest of the goods ordered is ensured and
- this does not mean that the Client incurs any considerable extra expense or additional costs (unless the Client declares that he is prepared to accept these costs).

(6) The SOH only has an obligation to deliver up to the level of a commercial credit limit granted to the Client by the commercial credit insurer or by the SOH in accordance with commercial credit insurance conditions. The Client remains bound by the order given if this exceeds the limit described above and is obliged to make payment in advance in terms of the amount by which it exceeds this with reference to the purchase price to be provided by him.

(7) If SOH falls behind with a supply or service or if a supply or service is impossible for him, for whatever reason this may be, then the SOH's liability is limited to compensation in accordance with § 8 of these General Supply and Payment Conditions.

§ 5 Place of completion, dispatch, packaging, transfer of risks, acceptance

(1) The place of completion for all obligations arising out of the contractual relations is the registered office of the SOH in Kolding Denmark, unless determined otherwise.

(2) The mode of dispatch and packaging are subject to the dutiful discretion of the SOH.

(3) At the latest, the transfer of risks to the Client occurs with the handover of the object of delivery (whereby the commencement of the loading process is decisive) to the forwarding agent, freight carrier or other third party specified for carrying out the dispatch. This also applies if part deliveries are made or the SOH has taken on other services.

If dispatch or handover is delayed due to circumstances whose cause lies with the Client, the transfer of risks to the Client takes place on the day when the SOH is ready for dispatch and has notified this to the Client.

(4) Storage costs after the transfer of risk will be added to the Client. In case of storage by the SOH, the storage costs amount to 0.25% of the invoice amount of the objects of supply to be stored per week of elapsed time. The right to claim for additional storage costs or request proof of lower storage costs remains reserved.

(5) The consignment will only be insured by the SOH against theft, breakage and transport, fire and water damage, or other insurable risks, on the express wish of the Client and at his costs.

§ 6 Warranty

(1) The warranty period is one year from b-t-b, as from delivery or, in so far as acceptance is necessary, as from acceptance. We support the purchasing conditions individual fore each customers country.

(2) The items supplied are to be carefully inspected immediately after their delivery to the Client or to the third party specified by him. They are considered to have been approved if no notice of defects is received by the SOH with respect to apparent defects or other defects which were identifiable during an immediate, careful inspection within **seven working days** after delivery of the item supplied, or otherwise within seven working days of the discovery of the defect or the time when the defect was recognisable for the Client during normal use.

p. 6. On request/ and in agreement by the SOH, the item of supply to which the complaint relates is to be sent back to the SOH carriage paid.

If the notice of defects is justified, the SOH will pay the costs of the cheapest method of dispatch; this does not apply in so far as the costs rise because the item of supply is located somewhere other than the place of use as determined.

(3) In case of material defects in the items supplied the SOH is initially obliged and entitled to supply replacements according to his choice, which is to be made within an appropriate period. In the event of failure, supply is impossible or unreasonable or in case of refusal or inappropriate delay, the Client may withdraw from the contract or reduce the purchase price appropriately.

(4) If the SOH is to blame for a defect product, the Client may demand compensation under the conditions stipulated in § 8.

(5) In case of defects in components from other manufacturers, which the SOH cannot remedy for reasons of licensing law or for factual reasons, then, at his choice, the SOH will make his warranty claims against the manufacturer and supplier on the Client's account or transfer the title to this to the Client. Warranty claims against the SOH only exist of this kind of notice under other conditions and in accordance with these General Supply Conditions if the legal enforcement of the abovementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example, because of insolvency.

During the period of the legal dispute the period of limitation is suspended as regards the Client's warranty claims in this matter against the SOH.

(6) The warranty becomes invalid if the Client modifies the item supplied without the approval of the SOH or allows this to be done by third parties and the remedying of the defect is made impossible or unreasonably harder because of this. In each case the Client must bear the additional costs caused by the modification.

(7) A supply of used items agreed in individual cases with the Client is done under exclusion of any warranty.

§ 7 Property rights

(1) In accordance with this § 7 the SOH vouches for the fact that the item supplied is free of third party industrial property rights or copyrights. Each contracting partner will immediately inform the other contracting partner in writing in the event that claims are made against him due to the infringement of such rights.

(2) In the event that the item supplied infringes a third party industrial property right or copyright then, according to his choice and at his own costs, the SOH will either alter or exchange the item

supplied in such a way that it no longer infringes any third party rights, but so that the item supplied continues to fulfil its contractually agreed functions, or procure the right of use for the client by concluding a licence contract. If he does not manage to do this within an appropriate period, the Client is entitled to withdraw from the contract or reduce the purchase price appropriately. Any claims for damages by the Client are subject to the limitations in § 8 of these General Supply and Payment Conditions.

(3) In case of infringements of products from other manufacturers supplied by the SOH then, according to his choice, the Client will make his claims against the manufacturer and previous supplier on the SOH's account or transfer this title to the SOH. Claims against the SOH only exist in this case in accordance with this § 7 if the legal enforcement of the abovementioned claims against the manufacturer and previous supplier was unsuccessful or is futile, for example, because of insolvency.

§ 8 Liability for damages in case of default

(1) The SOH's liability for damages, regardless of the legal grounds but in particular due to impossibility, delay, defective or incorrect delivery, contractual infringement, infringement of duties during contract negotiation and action in tort is, in so far as there is a question of blame in each case, limited in accordance with this § 8.

(2) The SOH is not liable

a) in the event of simple negligence by his agents, legal representatives, employees or other servants;

b) in the event of gross negligence by his non-executive employees or other servants, in so far as this does not amount to an infringement of essential contractual obligations. Considered essential to the contract are the obligations for prompt supply free of defects and duties of consultation, protection and care, which will make the use of the supply item in accordance with the contract possible for the Client or which serve the purpose of protecting the life and limb of personnel of the Client or third parties or the Client's property against considerable damage.

(3) In so far as the SOH is liable for damages on the grounds of and in accordance with § 8 (2), this liability is limited to damage which the SOH has foreseen when concluding the contract as a possible consequence of a contractual infringement or which, under consideration of the circumstances, were or should have been known to him or which, by applying due care and attention, he should have foreseen. Furthermore, indirect damage and consequential damage resulting from defects in the item supplied are only subject to compensation in so far as such damage is typically to be expected when using the item supplied as stipulated.

(4) In the event of liability for simple negligence, the SOH's obligation to make compensation for property damage. (corresponding to the current cover sum of his product liability insurance or third party insurance), even if this is a case of infringement of obligations essential to the contract.

(5) The above liability exclusions and limitations apply to the same extent in favour of the Vendor's agents, legal representatives, employees and other servants.

(6) In so far as the SOH acts as an adviser and this information or advice is not part of the contractually agreed scope of services owed by him, this is done free of charge and with the exclusion of any liability.

(7) The limitations of this § 8 do not apply to the SOH's liability on account of deliberate actions, for guaranteed characteristics, on account of injury to life, limb or health or according to the product liability law.

§ 9 Reservation of ownership

(1) The following agreed reservation of ownership serves as security for all and any demands of the SOH against the Client, existing now and in the future, arising out of the supply relationship existing between the contracting partners.

(2) The goods delivered by the SOH to the client remain the SOH's property until complete payment of all secured demands. The goods, as well as the goods included in the reservation of ownership to take their place in accordance with this clause, are referred to as reserved goods.

(3) The purchaser stores the reserved goods free of charge for the SOH.

(4) The purchaser is entitled to process and sells the reserved goods in normal business dealings up to the point of instigation of recovery (paragraph 9). Pledging as collateral and transfer by way of security are not permissible.

(5) If a third party takes possession of the reserved goods, in particular by distraint, the purchaser will immediately point out the SOH's ownership to him and inform the SOH of this, in order to allow him to implement his rights of ownership. In so far as the third party is not in a position to compensate the SOH for legal or out-of-court costs incurred in this connection, the purchaser is liable with respect to the SOH for this.

(6) On request and if he so chooses, the SOH will release the reserved goods and/or the objects or claims standing in their stead, in so far as their value exceeds the amount of the secured claims by more than 50% .

(7) If, in the event of behaviour by the purchaser contrary to the contract – in particular late payment – the SOH withdraws from the contract (case of recovery) he is entitled to demand the reserved goods.

§ 10 Taking back packaging in accordance with the packaging ordinance

The Client releases us from the obligation as per § 6 paragraph 2 of the packaging ordinance to take back and recycle sales packaging of any kind. Products are made in a process, and therefore we cant take back any amount off products, which cant be sold.

§ 11 Concluding provisions

(1) The legal venue for all and any disputes arising out of the business relations between the SOH and the Client is, according to the exclusive legal venue. Compelling legal provisions on exclusive legal venues remain unaffected by this ruling.

(2) The relations between SOH and the Client are exclusively subject to the law of the danish government and the legal danish law.

(3) In so far as the contract or these General Supply Conditions contain any loopholes, those legally effective provisions which the contracting partners would have agreed according to the commercial aims of the contract and the purpose of these General Supply Conditions if they had been aware of the loopholes are considered to be agreed for filling these loopholes.

Note:

The Client takes note of the fact that the SOH stores data arising out of the contractual relations in accordance data protection law for the purposes of data processing and reserves the right to transmit the data to third parties (e.g. insurance companies) in so far as this is necessary for the execution of the contract.

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