

## **SALES AND DELIVERY TERMS**

### **1. Application**

- 1.1 These Sales and Delivery Terms for trading shall apply to any sale from FOG Agroteknik A/S (A/S), unless otherwise expressly agreed upon in writing. Any sales terms laid down in the Buyer's documents shall not have binding effect on A/S, unless A/S has accepted these terms or conditions in writing.
- 1.2 All orders will be accepted on the proviso the goods are available without any price- and tax increases.
- 1.3 Special arrangements, which are not stipulated in the order confirmation, are not valid.
- 1.4 Orders are delivered with reservation for technical charges and misprint.

### **2. Quotations**

- 2.1 Quotations from A/S are valid for 60 days from the date stated.
- 2.2 On receipt of order from the Buyer after the expiration of the time limit, cf. clause 2.1, A/S reserves the right to revise its quotation.
- 2.3 No agent or distributor is authorized to make additions or alterations to A/S' quotations. A/S cannot be held liable for such.

### **3. Order**

- 3.1 Binding sales agreement between the parties has been made when the Buyer has accepted A/S' quotation in writing, or when the Buyer's quotation has been accepted in writing by A/S.
- 3.2 If A/S' order confirmation does not correspond to the order, the Buyer must notify A/S immediately. Failing that, the Buyer shall be bound by the order confirmation.

### **4. Prices**

- 4.1 Prices quoted in quotations and order confirmations are current prices inclusive of packaging, but exclusive of mounting, VAT, freight and other taxes and duties. A/S reserves the right to alter prices in cases of changes in production costs, wages, raw materials, sub-suppliers, rates of exchange or events as stated in clause 10.
- 4.2 Where the Buyer changes his order after A/S has forwarded the order confirmation, A/S is not bound to accept this.

### **5. Delivery time**

- 5.1 The delivery time is counted from the date of the written order confirmation, on condition that all technical details and formalities for execution of the order are available at that date. If confirmed, and an irrevocable letter of credit is agreed upon, this must also be available. If not, delivery time is counted from the date when all details are available.
- 5.2 If the delivery depends on import or export licences from the authorities, delivery time is counted from the date when all necessary licenses are issued.
- 5.3 Any delays of delivery shall not entitle the Buyer to cancel an order nor to claim any kind of compensation.
- 5.4 However, in cases where delivery has not been effected within three months after the delivery date, this will justify the Buyer in cancelling the order by written notice to A/S, for that part of the supply not available as stipulated in the agreement. The Buyer shall not be entitled to claim other remedies for delay of delivery than this right of rescission and shall e.g. not be entitled to claim compensation of any kind.
- 5.5 If the Buyer omits to receive the supplies on the date agreed upon, he is nevertheless obliged to effect any payment conditioned by the delivery, as a delivery has taken place, and he shall cover any added cost for A/S such as keeping the products on stock.
- 5.6 If delay in delivery is due to any of the events listed in clause 10 or the Buyer's action or failure, the delivery time shall be extended correspondingly.
- 5.7 Delivery presupposes that payment has been effected in due time, cf. clause 7.3.

### **6. Delivery conditions**

- 6.1 The delivery clause FCA Lintrup shall apply.
- 6.2 According to the above clause the Buyer bears the costs, including freight, as well as the risk of loss or damage to the goods in transit. It is therefore the duty of the Buyer to take out insurance.

### **7. Terms of payment**

- 7.1 The terms of payment appear explicitly from A/S' quotation, order confirmation or contract, and refer to these.
- 7.2 A/S retains ownership of the goods until payment has been made in full, including any interest etc.
- 7.3 The Buyer undertakes to pay 100 % of any total order amount no later than 30 days after the invoice has been forwarded by A/S. If the Buyer does not keep to the terms of payment, A/S is entitled to keep/take back the goods.
- 7.4 A consequence of clause 6 is that all costs in connection with transport, such as freight charges, insurance etc., are to be paid by the Buyer. If A/S makes disbursements for this, the amount will be debited on the invoice.
- 7.5 If the Buyer does not keep to the terms of payment, cf. clause 7.3, A/S is entitled to charge penalty interest of 2.0 per cent per month.
- 7.6 Ordered goods can only be returned after agreement and no later than 3 months after delivery. Returned goods can only be credited at 80 per cent. Special goods cannot be returned. A fee of DKK 25,00 will be charged for orders less than DKK. 500,00.
- 7.7 If, at the time of due payment, the Buyer has not effected payment, A/S is entitled to cancel the order and/or claim damages by written notice. If the Buyer has suspended payments, or if he goes bankrupt, A/S can cancel the agreement forthwith
- 7.8 Payment can only be effected direct to A/S' main office in Aabyhøj/Århus. A/S' agents and distributors have no authority to receive payments.
- 7.9 A/S shall be entitled to demand payment effected in a specific manner.
- 7.10 The Buyer shall not be entitled to retain payments or effect set-offs, e.g. with reference to defects or deficiencies in previous deliveries without A/S' prior approval.

## **8. Warranty/defects**

- 8.1 A/S warrants against product and material defects for a period not exceeding 12 months from delivery. After this period, the Buyer cannot claim any defects in the delivered goods. The warranty is only valid for A/S' own products (products manufactured by A/S) and provided that the product is correctly installed in accordance with A/S' installation instructions and common practice. A/S shall not be held liable for defects which are due to incorrect storage, handling or use of the goods. The burden of proof that the delivered goods are defect and that it has been stored, handled, installed and used in a correct manner, lie with the Buyer.
- 8.2 The A/S warranty does not include damage that is due to insufficient maintenance, changes or repair made without the written consent of A/S, normal wear or defects due to any of the events mentioned in clause 10. Claims should be addressed to A/S no later than 1 week from receipt of goods.
- 8.3 During the period of guarantee the local A/S distributor will repair the product and if necessary replace components free of charge, if the damage is included in the warranty. If it is inexpedient to repair at the place of installation, the Buyer is to return the parts to be repaired or replaced by A/S. Transport to A/S is at the Buyer's expense and risk. The Buyer is not entitled to any compensation in addition to this.
- 8.4 Faulty parts that are replaced are to be placed at A/S' disposal.
- 8.5 If A/S does not fulfil its warranty obligations within a reasonable time, the Buyer is entitled to have the necessary repair made at A/S' expense, on condition that the Buyer has informed A/S of this in good time. The cost of repair cannot exceed the purchase price.
- 8.6 As to products that are not manufactured by A/S, e.g. agency products, the warranty and safety regulations of the manufacturers in question are valid. A/S undertakes no guarantee for these, and it is of no concern to A/S' but a question between the manufacturer in question and the Buyer alone.

## **9. Product liability**

- 9.1 A/S disclaims liability to the widest possible extent relative to the legal position applicable from time to time, and A/S can hence only be subject to product liability in cases where applicable mandatory statutory provisions positively order this.
- 9.2 Provided that mandatory statutory provisions positively impose liability on A/S, A/S shall only be liable for damage, where it is demonstrated that (i) said damage is due to a defect for which A/S is liable, and (ii) this defect is the reason for the damage occurred. The burden of proof hereof shall lie with the Buyer or the injured.
- 9.3 A/S cannot be held liable for damage to property or movables which has taken place while the goods are in the Buyer's possession, or damage to products manufactured by the Buyer or products in which these included. The same applies to damage in connection with any of the events mentioned in clause 10.
- 9.4 In so far as product liability to a third party is imposed on A/S, the buyer shall indemnify A/S to the same extent as A/S' liability is limited by the above clauses and clause 10.

## **10. Limitation of liability**

- 10.1 The Buyer shall have no other remedies for breach (including delays, defects and product liability) than those expressly mentioned in these terms.
- 10.2 A/S can in no circumstances be held liable for operating loss, loss of profits, loss of time or similar indirect loss.
- 10.3 A/S' liability can never exceed the purchase price pursuant to the agreement between the Buyer and A/S.
- 10.4 The relations between the Buyer and his customers and/or end users shall be of no concern to A/S. A/S shall hence not be liable to the Buyer's customers/end users and their potential loss.

#### **11. Exemption from liability (force majeure)**

- 11.1 The following circumstances shall result in exemption from liability on A/S' part, where these obstruct or impede performance of the agreement or renders performance unreasonably burdensome: war, terrorism, fire, riots, civil troubles, government intervention, export or import bans, missing/defective deliveries from sub-suppliers, sickness, strike, lockout and any other force majeure or political conditions, which A/S cannot control. The same applies to delays or defects of supplies from sub-suppliers. In such A/S cannot be held liable for damages to the Buyer.
- 11.2 In the above mentioned circumstances A/S is entitled to cancel delivery by written notice to the Buyer.

#### **12. Drawings and descriptions.**

- 12.1 All information as to weight, dimensions, capacity, price, technical and other data stated in catalogues leaflets, circular letters, advertisements, illustrations and price lists are approximate and are only binding when the contract explicitly refers to these.
- 12.2 All drawings and descriptions forwarded remain the property of A/S and must not be copied, reproduced, handed over or in other way brought to the knowledge of third party without our permission. The property in drawings and descriptions, which are necessary to enable the Buyer to install, start, work and maintain the goods, passes to the Buyer. A/S may, however, demand that they are kept confidential.

#### **13. Arbitration clause**

- 13.1 Any dispute arising from or relating to the present terms shall be settled according to Danish law and according to applicable Rules of Procedure laid down by Copenhagen Arbitration (Danish: Det Danske Voldgiftsinstitut). The Arbitration case shall be conducted in Aarhus and in the Danish language.

Aabyhøj/Aarhus, Denmark 2022