

JEMA AGRO A/S Terms and Conditions of Sale and Delivery

1. Application 1.1 Application. These general terms and conditions of sale and delivery ("Conditions") apply to all agreements regarding the sale and delivery of products, spare parts, and related services by JEMA AGRO, VAT registration number 3447 2211, ("Seller") to commercial customers ("Customer").
2. Agreement basis 2.1 Agreement basis. These conditions, together with seller's offers and order confirmations, constitute the entire agreement basis for seller's sale and delivery of products, spare parts, and related services to the customer ("Agreement basis"). Customer's purchase terms printed on orders or otherwise communicated to seller do not form part of the agreement basis.

2.2 Changes and additions. Changes and additions to the agreement basis are only valid if agreed upon in writing with signatures by both parties.

2.3 Legal status. Each of the parties must promptly notify the other party if it changes its legal status, enters into bankruptcy or reorganization proceedings, or undergoes voluntary liquidation.
3. Price and payment 3.1 Price. The price for products, spare parts, and related services follows seller's current price list at the time when seller confirms the customer's order, unless otherwise is agreed upon in writing. All prices are exclusive of VAT. Freight and packaging are not included in the prices and are billed separately. Seller reserves the right to adjust prices in case of cost increases beyond seller's reasonable control, such as currency exchange rates, customs, or extraordinary increases in raw material prices, after the issuance of seller's order confirmation.

3.2 Payment. The customer must pay all invoices for products, spare parts, or related services net cash upon delivery unless the parties have agreed otherwise in writing.

3.3 Interest. If the Customer fails to pay an invoice for products, spare parts, or related services on time for reasons beyond seller's responsibility, Seller is entitled to interest on the overdue amount at a rate of 2% per month from the due date until payment is made.

3.4 Retention of title. Seller retains ownership of the sold items until the entire purchase price, plus all costs and interest, have been paid.
4. Offers, orders, and order confirmations

4.1 Offers. Seller's offers are valid for 30 days from the date the offer is dated, unless otherwise stated in the offer. Acceptance of an offer received by seller after the expiration of the acceptance period is not binding for seller unless seller informs the customer otherwise.

4.2 Order changes. The customer cannot change a placed order for products, spare parts, or related services without Seller's written acceptance.

4.3 Inconsistent terms. If seller's confirmation of an order for products, spare parts, or related services does not correspond with the customer's order or the agreement basis, and the customer does not wish to accept the inconsistent terms, the customer must notify seller in writing within

5 working days after receiving the order confirmation. Otherwise, the customer is bound by the order confirmation.

5. Delivery

5.1 Delivery conditions. Unless otherwise agreed upon in writing, all sold products and spare parts are delivered EX Works (Incoterms 2020).

5.2 Delivery time. Seller delivers all sold products, spare parts, and related services at the time indicated in seller's order confirmation. Seller has the right to deliver before the agreed delivery time unless the parties have agreed otherwise.

5.3 Inspection. The Customer must inspect all products, spare parts, and related services upon delivery. If the customer discovers an error or deficiency that it wishes to report, it must be notified to seller in writing immediately. If an error or deficiency that the customer discovers or should have discovered is not reported to seller in writing immediately, it cannot be claimed later.

6. Delayed delivery

6.1 Notification. If seller expects a delay in the delivery of products, spare parts, or related services, seller informs the customer and simultaneously provides the reason for the delay and the new expected delivery time.

6.2 Cancellation. If seller fails to deliver products, spare parts, or related services within 10 working days after the agreed delivery time for reasons beyond seller's responsibility, the customer may cancel the affected order(s) without notice by written notice to seller. The customer has no other rights in relation to delayed delivery.

6.3 Force majeure. Regardless of any contrary terms in the agreement basis, seller is not liable to the customer for non-fulfillment of obligations that can be attributed to force majeure. Exemption from liability persists as long as force majeure exists. Force majeure includes circumstances beyond seller's control that seller should not have foreseen at the time of the agreement's conclusion. Examples of force majeure include unusual natural conditions, war, terrorism, fire, flood, vandalism, and labor disputes.

7. Returns

Returns. Goods are only accepted for return if they are returned within 30 days of the customer's receipt and only after prior written agreement with Seller. Returned goods must be returned freight-free to seller's address. Custom-made and non-price-listed items are not accepted for return. Only unused and undamaged goods are accepted for return. Returned goods are assessed upon receipt and are credited only after deduction of seller's expenses – a minimum of 15% of the purchase price.

8. Warranty

8.1 Warranty. Seller guarantees that products, spare parts, and related services are free from significant defects and deficiencies in design, materials, and execution for 12 months after delivery. For parts replaced under warranty, the warranty period is 6 months from the replacement, but a maximum of 12 months from the original delivery.

8.2 Exceptions. Seller's warranty does not cover wear parts and defects or deficiencies caused by: (i) normal wear and tear, (ii) storage, installation, use, or maintenance contrary to seller's instructions or common practice, (iii) alterations performed by parties other than seller, and (iv) other circumstances for which seller is not responsible.

8.3 Notification. If the customer discovers an error or deficiency within the warranty period that he wishes to report, he must notify Seller in writing immediately. If an error or deficiency that the customer discovers or should have discovered is not reported to seller in writing immediately, it cannot be claimed later. The customer must provide seller with the information about a reported error or deficiency upon seller's request.

8.4 Examination. Within reasonable time after seller has received notification from the customer of an error or deficiency and examined the claim, seller must inform the customer whether the error or deficiency is covered by the warranty. At seller's request, the customer must send defective parts to seller. The customer bears the cost and risk of parts during transport to seller. Seller bears the cost and risk of parts during transport to the customer if the error or deficiency is covered by the warranty.

8.5 Remedies. Within reasonable time after seller has notified the Customer under Clause 8.4 that an error or deficiency is covered by the warranty, Seller remedies the error or deficiency by: (i) replacing defective parts, or (ii) sending parts to the customer for the customer's own replacement or repair. Any costs to the customer for the disassembly or assembly of new or repaired parts are not seller's responsibility.

8.6 Termination. Complaints about defects and/or non-compliant goods do not give the buyer the right to terminate the purchase agreement, reduce the price, or claim damages.

9. Liability

9.1 Product Liability. Seller is responsible for product liability regarding delivered products and spare parts to the extent that such liability follows from mandatory legislation. The Customer shall indemnify seller to the extent that Seller may incur product liability beyond this. Seller is not liable for damage caused by the material: a. On real property or chattels occurring while the material is in the Customer's possession. b. On products manufactured by the customer or in products in which they are incorporated, or for damage to real property or chattels caused by these products. Seller and the customer are mutually obliged to be sued by the court or arbitration tribunal hearing claims for damages brought against one of them on the basis of damage alleged to have been caused by seller's products.

9.2 Limitation of liability. Regardless of any contrary terms in the agreement basis, seller's liability to the customer cannot exceed DKK 10,000,000 per calendar year in total. The limitation of liability does not apply if seller has acted intentionally or with gross negligence.

9.3 Indirect loss. Regardless of any contrary terms in the agreement basis, seller is not liable to the customer for indirect loss, including loss of production, sales, profit, time, or goodwill, unless caused intentionally or by gross negligence.

9.4 Force majeure. Regardless of any contrary terms in the agreement basis, seller is not liable to the customer for non-fulfillment of obligations attributable to force majeure. Exemption from liability persists as long as force majeure exists. Force majeure includes circumstances beyond seller's control that seller could not have foreseen at the time of the agreement's conclusion.

10. Intellectual property rights

10.1 Ownership. Full ownership of all intellectual property rights related to products, spare parts, and related services, including patents, designs, trademarks, and copyrights, belongs to seller.

11. Confidentiality

11.1 Disclosure and use. The customer may not disclose or use or enable others to use seller's trade secrets or other information of any kind that is not publicly available.

11.2 Protection. The customer may not improperly obtain or attempt to obtain knowledge of or access to seller's confidential information as described in clause 10.1. The customer must handle and store the information carefully to prevent it from unintentionally becoming known to others.

11.3 Duration. The customer's obligations under clauses 10.1-10.2 apply during the parties' business relationship and without time limit after the termination of the business relationship, regardless of the reason for termination.

12. Processing of personal data

12.1 Processing. seller processes personal data in accordance with data protection regulations and laws. Information about the customer's name, email, telephone number, etc., is used solely for the customer's order and communication with the customer.

12.2 Rights of the data subject. Seller complies with the data subject's rights (including the right to access, rectify, erase, restrict processing, object, data portability, complain, and not to be subject to a decision based solely on automated processing, including profiling).

12.3 Storage and disclosure. Seller stores the information for as long as necessary for the purpose for which the information is processed. Seller neither discloses, sells, nor otherwise transfers information to third parties unless the customer has given consent.

12.4 Contact. If the customer wishes to obtain information about the data being processed, have data deleted or corrected, the customer can contact administration at jema@jema.as.

13. Governing law and jurisdiction

13.1 Governing law. The parties' business relationship is governed by Danish law in all respects.

13.2 Jurisdiction. Any dispute arising in connection with the parties' business relationship must be settled by a Danish court.

Sahl, January 5, 2023