

1 Scope of Application of these GTC

(Hereinafter General Terms and Conditions for Sales and Delivery is referred to as "GTCS") applies to all subsequent deliveries from AGRISYS A/S – herein-after referred to as AGRISYS, unless otherwise explicitly specified. The right to make changes shall be reserved. AGRISYS shall not be bound by contradicting GTCS of the Customer, unless otherwise explicitly specified and agreed upon in writing from both parties.

"Agreement" refers to AGRISYS order confirmation with appendices (technical specifications, delivery summary, overview drawings, revised drawings, approvals, certificates, technical calculations, installation plans, product information, test reports, shipment information, documentation list, etc.) and present Terms. "Systems" refers to the equipment and Systems explicitly expressed in the Agreement. Any additional obligations accepted by AGRISYS shall not affect the application of these sales conditions.

2 Product information and prices

- 2.1 All information and data contained in the general product information and price lists, alongside any other information from AGRISYS is solely for guidance.
- 2.2 All prices are stated without VAT and defined at the daily market price in the specified currency.
- 2.3 Should there be significant changes in commodity prices, exchange rates or other external costs deviating more than 2.5% from initial quotation and or agreement of contract, AGRISYS is entitled to change the prices with a written notice of 10 days.
- 2.4 Quotations are valid within 30 days from the time of submission of the offer, unless otherwise stated.
- 2.5 Assembly is not included in the quotations submitted, unless otherwise explicitly stated.
- 2.6 Prior sale reserved.

3 Drawings and descriptions

All drawings and technical documents relating to the Systems or manufacturing hereof, which are handed over from one party to the other, before or after conclusion of the Agreement, belong to the party providing such drawings or information, and may not be utilized in any capacity without the consent of that party other than; installation, start-up, operation and maintenance of the Systems.

Apart from this, the said documents may not be used, copied, reproduced nor handed over to third parties or otherwise passed on to third parties without the consent of the issuing party.

4 Delivery

- 4.1 Deliveries are made Ex Works (EXW) unless otherwise agreed. The delivery takes place on new and cleaned pallets / frames, so we ensure that there is no risk of infection or the like. The customer is invoiced for these separately according to consumption.
- 4.2 After delivery and until ownership has been transferred to the customer, the products must be insured by the customer. The customer obliges not to move, mortgage (pledge as security), rent, lend or otherwise dispose of the goods until the ownership has been transferred to the customer.
- 4.3 In addition, NL92 (Nordic terms of delivery for machines and other mechanic goods, electronics and other electronic equipment between Denmark, Finland, Norway and Sweden) applies to the delivery, unless assembly is included, in which case NLM94 (Nordic terms of delivery and assembly of machines and other mechanic goods, electronics and other electronic equipment between Denmark, Finland, Norway and Sweden) applies. In case of discrepancies between sales and delivery terms and NL92/NLM94, these GTCS precedes. The individual terms in the delivery agreement always infers precedence over sales and delivery conditions and NL92/NLM94.
- 4.4 All deliveries are, as a reference point, in accordance with Danish norms and standards, and changes hereof in relation to any other local standards require a separate agreement, among these, electrical and mechanical standards.

5 Payment

- 5.1 All invoices are paid net cash in 8 days unless otherwise agreed in writing.
- 5.2 Payment with liberating effect can only be made to the account number specified on the invoice from AGRISYS.
- 5.3 Buyer is not entitled to make any kind of set-off, unless the buyer has final judgement for the claim, or the claim is not disputed by AGRISYS. If the buyer does not make payment on time, AGRISYS, whether AGRISYS chooses to maintain or cancel the purchase entitled to suspend any delivery to the buyer, until payment has been received for the entirety of the outstanding amount. In addition, AGRISYS, is entitled to charge a default interest rate of 2% per commenced month counting from the due date, as well as add any additional expenses incurred in connection with the reminder letters and administration fees.
- 5.4 AGRISYS is at all times entitled to set off claims made by the buyer against AGRISYS receivables from the buyer. Buyer pays any tax, duty or the like, that may be imposed on the Systems.

6 Retention of title

Ownership of the Systems sold under the Agreement remains with AGRISYS until full payment has been made according to applicable law.

7 Delay and default

- 7.1 To the extent possible, AGRISYS, will deliver the purchased system at the agreed delivery time. However, regardless of the reason for delayed delivery, the buyer has no default rights against AGRISYS as a result hereof, including no claim for indirect loss or other consequential loss in accordance to clause 10.
- 7.2 Should buyer be unable to receive the delivery of the Systems at the agreed time of delivery, this must be notified immediately to AGRISYS stating the expected time of delivery. AGRISYS is entitled to increase the agreed purchase price by 0.5% for each full week of delay. This price increase is calculated on the basis of the part of the Systems, which cannot be received upon delivery. After the agreed time of delivery, AGRISYS stores the Systems at the buyer's expense and risk until the expected delivery time. When AGRISYS notifies the buyer that AGRISYS is no longer able to store the Systems, the buyer must, within 10 working days of notified, find other suitable storage and bear any expense and risk in this regard.

8 Deficiencies

- 8.1 AGRISYS is at its option obligated to replace or repair any parts that may prove unsuitable due to design defects, defective materials or work, found within 12 months after the Systems have been put into service, however, not more than 18 months after the agreed time of delivery and provided that the Systems are stored under a roof in a dry environment.

Replacements parts are delivered Ex Works.

Unless otherwise agreed, the buyer bears the costs of removing defective parts and assembly of new parts, alongside the costs of travel and accommodation, if repairs are conducted at a location chosen by the buyer. For parts that are replaced or repaired by an Installer employed by AGRISYS, AGRISYS will provide the same warranty as original Systems for a period of 12 months from replacement or repair. Aforementioned does not apply to other parts of the Systems. Defective parts that have been replaced must be made available to AGRISYS upon request, as freight is prepaid by the buyer and ownership of the Systems accrues to AGRISYS. Without prior written consent from AGRISYS, any errors and omissions in the Systems may not be rectified by third parties.

Agrisis warranty solely applies if an Installer from AGRISYS has supervised and approved the final installation of the Systems. Unless otherwise agreed, AGRISYS assumes no responsibility for systems connected to the device or for their impact on the device, unless these systems were provided by AGRISYS and properly installed. Agrisis warranty does not cover consequences of corrosion, ordinary wear and tear caused by dust particles among other things, lack of maintenance or use other than prescribed in Agrisis operation instructions, incorrect usage and corresponding. Buyer is not entitled to cancel the purchase or to claim damages due to defects in accordance with clause 10, if AGRISYS remedies such defects within a reasonable period of time.

- 8.2 The Buyer shall, without undue delay after receipt, submit the Systems an investigation and notify AGRISYS in writing of any complaint. Objections must be made immediately after a defect is or should have been found. If no written complaint is made to AGRISYS within 30 days after a defect has been or should have been established, the buyer forfeits their rights to make a claim. If the buyer has made a complaint about a defect and it turns out that no defect can be demonstrated for which AGRISYS can be held liable, AGRISYS is entitled to compensation for work performed and costs incurred due to this complaint.

9 Product liability

- 9.1 AGRISYS can only be held liable for personal injury if it can be proven that the damage is due to error or negligence committed by AGRISYS or others for whom AGRISYS is responsible.
- 9.2 AGRISYS cannot be held liable for damage to movable or immovable property that has occurred while the Systems were in the possession of the buyer. AGRISYS can also not be held liable for damage to products manufactured by the buyer or to products in which the buyer's products are included. With regard to damage to movable or immovable property for commercial use, it must be possible to document that AGRISYS or others for whom AGRISYS is liable, are in serious breach.
- 9.3 If AGRISYS assumes product liability to third parties, the buyer is obliged to indemnify AGRISYS to the same extent as Agrisis liability is limited in accordance with the provisions of clause 9.1-9.2 and clause 10.
- 9.4 If a claim is made by a third party for damages as described in this clause 10 against one of the parties, that party shall immediately notify the other party thereof. AGRISYS and the buyer are mutually obligated to sue in a court or arbitral tribunal which hears a claim made against one of the them on the basis of damage or loss allegedly caused by the Systems. The liability relationship between AGRISYS and the buyer must always be determined in accordance with clause 9 and 10.
- 9.5 Under no circumstance may Agrisis' product liability exceed the insurance coverage under the product liability insurance applicable to AGRISYS at any time, including the maximum amount covered under product liability insurance.

10 Damages and consequential damages

AGRISYS, regardless of the alleged basis (defects, product liability, etc.) for a claim for damages only be held liable for serious breach. Any compensation paid for a direct damage may under no circumstance exceed the invoiced price for the System in question. AGRISYS can under no circumstance be held liable for indirect damages or losses, including but not limited to any kind of operating loss, loss of revenue, lost time, disruption, penalty or fine. Furthermore, AGRISYS cannot be held liable for losses incurred due to the recall or replacement of Systems that have been resolved.

11 Exemption from liability (Force Majeure)

The following conditions are exempt from liability if they result in the fulfilment of the Agreement being prevented or becoming unreasonably onerous: labour disputes, such as strikes, lockouts and boycotts, as well as other matters beyond the control of the parties, such as fire, war, unrest and insurgency, terror, mobilization, pandemics such as COVID-19 or similar outbreaks or calls for military service, currency restrictions, lack of means of transports, materials, labour and energy, machine breakdowns, natural disaster, bad weather conditions and defective or delayed deliveries by subcontractors due to one or more of the conditions mentioned in this paragraph 12. If one of the parties wishes to invoke force majeure, the party must immediately notify the other party of the occurrence of the force majeure event in question and the expected termination hereof. Both parties are entitled to terminate the Agreement by written notice to the other party if fulfilment of the Agreement is prevented for more than 6 months. Neither party is entitled to make claim against the other party due to termination under this clause 12 – regardless of the basis for such claim.

12 Intellectual property rights

AGRISYS assumes no responsibility for infringement of the intellectual property rights of third parties through the use of the Systems.

13 Disputes and choice of law

- 13.1 Danish law applies to these Terms
- 13.2 Any disputes that may arise between the parties regarding Systems delivered in accordance with the Agreement as well as any action brought by the buyer against AGRISYS shall be settled by an arbitral tribunal established in accordance with the Rules for processing cases at the Danish Institute of Arbitration. If AGRISYS deems it necessary to take legal action against the buyer, this case may, at Agrisis choice, be brought before the Maritime and Commercial Court in Copenhagen or before an arbitral tribunal to be established in accordance with the rules for processing cases at the Danish Institute of Arbitration. The arbitral tribunal shall have its seat in Herning, Denmark. The processing of the case by the arbitral tribunal must be in Danish or English.