

GENERAL SALES AND DELIVERY TERMS

BKI FOODS A/S (CVR 56312412)

1 In general

These sales and delivery terms for BKI foods a/s apply to any sale from BKI foods a/s unless otherwise agreed in writing.

Any conditions of sale that may appear from the Buyer's documents are not binding for BKI foods a/s unless BKI foods a/s has accepted such conditions or terms in writing. Where applicable, these terms take precedence over the Buyer's conditions.

2 Offer, order and acceptance

An offer is valid for 30 days from the date of the offer unless otherwise indicated in the offer. Acceptance of the offer after the expiry of the time stipulated for acceptance is not binding for BKI foods a/s unless otherwise informed to the customer.

The offer may lapse if the goods covered by the offer are sold out in the meantime or can no longer be produced or if the offer cannot be completed without significant additional costs for BKI foods a/s.

An order is binding for the Buyer when it has been placed but is not binding for BKI foods a/s until the Buyer has received a written order confirmation.

If the Buyer is of the opinion that the information received in the order confirmation or the conditions of these sales and delivery terms are contrary to the agreement concluded, the Buyer must immediately make a complaint in writing to this effect. Otherwise, the order confirmation is considered as accepted.

In every respect, reservations are made for errors in the offer, order confirmation etc.

3 Prices

The prices appear from the Seller's price lists applicable from time to time or/and from the order confirmation submitted. All prices are excluding VAT.

All statements of prices in price lists etc. are purely indicative. The price/prices stated in the order confirmation will always apply in the event of disagreement.

BKI foods a/s is entitled, without notice, to change the prices of its products and services, including as a result of changes in public charges, change in the rate of exchange and other matters not attributable to BKI foods a/s.

If the nature of the delivery is changed or if BKI foods a/s' costs are otherwise increased due to matters pertaining to the Buyer, the agreed price may be subject to adjustment.

4 Fees

When ordering goods of a total value below a specified amount, a service and shipping fee will be added to the invoice.

5 Terms of payment

Payment must be made on the date of payment stated on the invoice. The standard terms of payment are 8 days from date of invoice unless otherwise agreed in writing.

If payment is not made before the time of payment, see the above, interest on the amount due is payable at the rate of 1.5% per month or fraction of a month from the date of payment and until the amount due has been credited the account of BKI foods a/s.

BKI foods a/s is entitled to request that payment is to be made in a specific way.

The Buyer is not entitled, without the prior approval from BKI foods a/s, to withhold payments or to effect a set-off, for example with reference to defects in previous deliveries.

6 Retention of ownership

BKI foods a/s reserves the right of ownership to the goods sold and delivered until full payment is made, including any interest, fees etc.

Until payment has been received, the Buyer accepts that the right of ownership to the products sold shall remain with BKI foods a/s and that the Buyer has no right to dispose of the products.

In case of default on payment, BKI foods a/s reserves the right to recall goods delivered through the retention of ownership. BKI foods a/s also reserves the right to use a third party to collect any default payment.

7 Delivery

All products from BKI foods a/s are delivered Free Carrier (Incoterms: FCA), BKI foods a/s, unless otherwise agreed in writing.

8 Time of delivery and delays

The time of delivery is determined at the formation of contract.

The time of delivery informed by BKI foods a/s is purely indicative and is therefore non-binding for BKI foods a/s.

At any delay in parts of the delivery/service ordered, BKI foods a/s is entitled to perform subsequent delivery of the remaining part of the delivery within 14 days.

Delayed delivery does not entitle the Buyer to cancel the order/agreement or to submit any claim for compensation.

However, at delays attributable to matters pertaining to BKI foods a/s and that cannot be attributed to force majeure or similar and that exceed 30 working days, the Buyer is entitled to grant BKI foods a/s a written final deadline of not less than 10 working days for delivery. If delivery does not take place within the deadline determined by the Buyer, the Buyer is entitled to cancel the purchase. The Buyer cannot claim any other remedy for breach than termination for breach and cannot, for example, claim any kind of compensation.

9 Complaints

The Buyer is under an obligation to immediately inspect the product/service upon receiving it with a view to checking for any defects, discrepancies or similar.

The Buyer must, within a period of 5 days after having received the product/service, inform BKI foods a/s in writing of any defects or discrepancies.

For all cases of defects, the Buyer must make a complaint to BKI foods a/s immediately after the defect has or should have been established.

The Buyer loses its right to claim defects in the product/service that the Buyer has or should have discovered if the claim is not made in accordance with the above.

10 Defects

If a product/service delivered is defective, BKI foods a/s has the right to effect replacement delivery of the defective product/service free of charge. The Buyer is not entitled to cancel the purchase/agreement and the Buyer's remedies for breach are in every respect limited in accordance with the above.

In any case, BKI foods a/s' responsibility for defects is subject to the Buyer being able to prove that the product/service delivered is defective, including to document that the product has been stored, handled and used correctly. BKI foods a/s is thus not responsible for defects in the product that are owing to incorrect storage, handling or use of the product after the Buyer's taking over of the product.

If by mistake, BKI foods a/s only delivers a part of the ordered delivery, this is not considered to be a defect. In this case, BKI foods a/s is entitled to perform subsequent delivery of the remaining part of the delivery within 14 days.

11 Limitation of liability

The Buyer has no other remedies for breach than those specifically mentioned in these sales and delivery terms.

Under no circumstance, can BKI foods a/s be made responsible for consequential loss, loss of profit, loss of time or similar indirect loss. BKI foods a/s' responsibility can in no case exceed the purchase price agreed.

12 Product liability

BKI foods a/s' product liability is waived to the widest possible extent in relation to the state of law applicable from time to time, and BKI foods a/s can thus only be imposed a product liability if dictated positively by applicable mandatory statutory provisions.

Under no circumstance, can BKI foods a/s be made responsible for consequential loss, loss of profit, loss of time or similar indirect loss.

On condition that BKI foods a/s is positively dictated a responsibility by mandatory statutory provisions, BKI foods a/s is only responsible for damage if it is established that the damage is owing to a defect for which BKI foods a/s is responsible and if this defect is the reason for the damage which has occurred. The burden

of proof lies with the Buyer or the claimant.

BKI foods a/s is not responsible if it must be assumed that the defect which has caused the damage was not present at the time when the product was placed on the market.

Moreover, BKI foods a/s is not responsible if the defect in the product was caused by the fact that the product must be in accordance with mandatory regulations issued by a public authority, or if, due to the scientific and technical knowledge at the time when the product was placed on the market, it was not possible to discover the defect or if the defect is a known but unavoidable defect/danger in the product.

Furthermore, BKI foods a/s is not responsible for damage that has occurred as a result of the Buyer's or any later parties' use of or instructions about the use of the product (see the documentation enclosed with the product) or incorrect information about the product.

The Buyer is under an obligation to be sued before a potential forum, including to have the case tried according to the same rules of law that will try a potential product liability suit against BKI foods a/s.

To the extent that BKI foods a/s is imposed liability in relation to the Buyer's use of the product sold, including resale, the Buyer is under the obligation to indemnify BKI foods a/s in accordance with the above.

Any claim for damages for product damage will become obsolete 3 years after the date where the claimant has or should have been aware of the damage, the defect and the name and residence of the relevant manufacturer.

13 Force majeure and similar

The following circumstances will result in exemption from responsibility for BKI foods a/s if it prevents or delays the performance of the agreement or makes the performance unreasonably onerous: war, terrorism, fire, riots, civil unrest, government intervention or intervention from public authorities, conflagration, strike, lockout, export and/or import bans, lacking/defective or delayed deliveries from sub-suppliers, the Buyer's change of the order, labour shortage, sickness, lack of fuel, power or any other cause that is outside the control of BKI foods a/s and that may delay or prevent the manufacture and delivery of the goods.

If non-defective or timely delivery is prevented temporarily by one or more of the above circumstances, the delivery is postponed for a period of time corresponding to the duration of the prevention with the addition of a reasonable period for normalising the conditions according to the circumstances. Delivery at the thus delayed time of delivery is considered to be on time in every respect. If the prevention of the delivery is expected to continue for more than 8 weeks, BKI foods a/s as well as the Buyer are entitled to terminate the agreement without it being regarded as breach.

14 Applicable law and venue

Any dispute arising in relation to this contract must be settled by Danish law (Excluding CISG) under the following venue rules:

If BKI foods a/s institutes proceedings, BKI foods a/s may choose between bringing the action before the ordinary courts at the Court of Aarhus as the venue of first instance or by commencing arbitration proceedings according to the below arbitration clause.

If the customer institutes proceedings against BKI foods a/s, such proceedings must be commenced as arbitration proceedings according to the below arbitration clause.

If arbitration proceedings are to be commenced according to the above, such proceedings must be settled by arbitration at the Danish Arbitration Institute according to the rules to this effect laid down by the Arbitration Institute. All members of the arbitration tribunal are appointed by the Arbitration Institute in accordance with the above rules.

The arbitration proceedings must take place in Aarhus and must be conducted in Danish.

Højbjerg, 1 August 2023