

Terms of Sale and Delivery

1. Scope

1.1. These Terms of Sale and Delivery apply to all trading with Gasa Nord Grønt a.m.b.a. ('GNG'), unless otherwise specified in writing in a separate trading agreement.

2. Contractual basis

2.1 Together with GNG's quotations and order confirmations, these Terms constitute the total contractual basis for sales and delivery of products and related agreed services to the Customer (the 'Contractual Basis'). The Customer's specification of special or general terms in purchase order, acceptance, terms of purchase, etc. is not regarded as a deviation of these Terms unless accepted in writing by GNG.

2.2. Amendments and additions to the Contractual Basis will only be valid if the parties have agreed on them in writing.

3. Products

3.1. Products sold by GNG and supplied by members inside and outside GNG's organisation of manufacturers comply with Danish legislation and Global Gap standards.

4. Prices & payment

4.1 Unless otherwise agreed in writing, agreed prices include delivery to an agreed place of delivery.

4.2 Unless otherwise agreed, all prices are exclusive of VAT and of deposit on packaging, plastic recycling boxes and user charges, but inclusive of all taxes and duties known at the time of the agreement.

4.3. Payment can only be made by the Customer with discharging effect to the bank account designated by GNG, and payment is regarded as having been made when the due amount is available to GNG in the designated account.

4.4. Unless otherwise agreed in writing, payment must be made no later than 30 days from the invoice date.

5. Late payment

5.1 In case of late payment, interest is charged from the due date in accordance with the applicable rules of the Danish Interest on Overdue Payments Act (*Renteloven*).

5.2 If it is necessary for GNG to send payment reminders, GNG is entitled to charge a reminder fee of DKK 100 for each required reminder in addition to interest.

5.3 The Customer is not entitled to set off any claims against GNG unless the set-off has been accepted by GNG in writing, nor is the Customer entitled to withhold any part of the overdue amounts due to counterclaims of any kind.

5.4 GNG is entitled to withhold future deliveries with immediate effect until all due amounts have been paid and without the Customer being entitled to claim any compensation, damages or other consideration from GNG.

6. Order confirmation/acceptance of quotations

6.1 A purchase order is regarded as the Customer's offer to purchase products under these Terms of Sale and Delivery. The Customer's purchase order is placed by telephone or email to GNG, alternatively via EDI in accordance with an agreed setup. A purchase order must, as

a minimum, contain information about product number, product description, quantity, price, delivery date and delivery address.

6.2 GNG has not accepted a purchase order until the Customer has received GNG's written, including electronic, acceptance of the purchase order and the Customer has taken out approved credit insurance with a recognised insurance company equal to the minimum value of the purchase order plus any other unpaid receivables. Quotations from GNG are not binding on GNG unless GNG has received written acceptance from the Customer within the acceptance deadline, and the Customer has taken out approved credit insurance with a recognised insurance company equal to the minimum value of the quotation plus any other unpaid receivables.

7. Delivery

7.1 Delivery is made directly from members inside and outside GNG's organisation of manufacturers.

7.2 Unless otherwise agreed in writing, the delivery clause is DAP (Delivered at Place, see Incoterms 2010) and thus the place(s) of delivery agreed with the Customer.

7.3 Delivery is regarded as having been made on time if delivery is made within a time interval of up to two hours before and two hours after the agreed delivery time. The Customer is obliged to be present during the agreed time interval unless otherwise specifically agreed. If the agreed delivery time falls outside the Customer's opening hours, the driver must be ensured access to the agreed place of delivery.

7.4 The Customer is obliged to ensure that the agreed place of delivery and vehicle access conditions have been prepared for receipt of the goods. If the Customer fails to do so, GNG may postpone the time of delivery until the Customer has remedied the conditions. The Customer must thus assume all costs associated with a new attempt at delivering the purchase order. The risk for the products passes to the Customer already at the first delivery attempt.

7.5 A delivery note with specification of order numbers, products and quantity will accompany each delivery.

7.6 The Customer must examine all products at the time of delivery and make an annotation on the consignment note if visible deviations, defects or deficiencies are ascertained.

8. Deviations, defects or deficiencies

8.1 In the event of any deviations, defects or deficiencies, in addition to what is mentioned in Clause 7.6, the Customer must submit a written complaint to GNG in accordance with Clause 8.2 in case of both visible and invisible deviations, defects or deficiencies without undue delay and within 12 hours from when delivery has been made. Complaints regarding products with a "best before" marking can be issued until expiration of such date. If notice of any deviations, defects or deficiencies has not been given before expiry of the above deadlines, the Customer will have forfeited the right to assert any remedies for breach against GNG for deviations, defects or deficiencies. Products that are rejected must be retained by the Customer until collected by GNG, unless otherwise agreed in writing. Products that have been used cannot be credited.

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8.2 Complaints must be made in writing to GNG at reklamationer@gng.dk with the Customer's contact person at GNG copied and must include at a minimum the following:

- Product image (images of the label and of the product/damage)
- Supplier name (if not already shown on the product image)
- Lot number (if not already shown on the product image)
- Brief explanation/description of the reason for the complaint
- Order number
- Delivery date

9. Remedies for breach

9.1 At the Customer's option, see, however, Clause 9.2, GNG may remedy any deviations, defects or deficiencies by subsequent delivery/replacement delivery within a reasonable period of time or credit the Customer for the deviations or for defective or deficient products, and only corresponding to the Customer's purchase price for the products. To the extent that GNG remedies the defects and deficiencies by subsequent delivery/replacement delivery or credits the Customer for the defective or deficient products, the Customer cannot assert any other remedies for breach against GNG.

9.2 GNG will only credit the Customer for products containing deviations, defects or deficiencies if the Customer has complied with the rules laid down in these Terms of Sale and Delivery and where such deviations, defects or deficiencies can solely be attributed to matters for which GNG's organisation of manufacturers is responsible through its deliveries.

9.3 If GNG does not remedy deviations, defects or deficiencies within a reasonable period, the Customer may cancel the part, and only the part, of the agreement that such deviations, defects and deficiencies concern and demand compensation corresponding to the purchase price of the defective or deficient products. However, the Customer cannot assert any other remedies for breach against GNG.

9.4 To the extent that GNG wants to take possession of the products for which replacement delivery may be required or that are defective, the Customer is obliged to store the products properly until replacement delivery can be made.

10. Delay

10.1 If a specific time of delivery has been agreed and GNG does not make delivery on time, the Customer may demand delivery in writing and set a final reasonable time limit of no less than five hours for such delivery. If delivery is not made within this time limit, the Customer is entitled to cancel the purchase in question by email with immediate effect and claim damages for documented direct loss, with the exclusions and limitations of liability that follow from these Terms of Sale and Delivery. Such compensation cannot in any circumstances exceed an amount equal to the purchase price of the delayed products. The final claim for damages must be brought within 14 days from the agreed time of delivery, as the right to bring a claim against GNG will otherwise be forfeited. A delayed delivery does not entitle the Customer to terminate/cancel either previous or subsequent deliveries.

11. Withdrawal of products

11.1 If GNG initiates the withdrawal of a product in order to remove the product from the trade chain before it reaches an end user or takes measures to recall a product that has already been made available to the end user, GNG will notify the Customer thereof by email and, where appropriate based on the circumstances, also by telephone.

11.2 The Customer is obliged to follow GNG's written instructions regarding the necessary measures that the Customer must take to handle the withdrawn/recalled products.

11.3 If the food authorities order the Customer to recall products delivered by GNG, the Customer must immediately notify GNG thereof by telephoning the contact stated in the trading agreement or by calling tel.: +45 89301500 as well as by written notification to reklamationer@gng.dk

11.4 If products are to be withdrawn, the Customer will only be credited for this by an amount equal to the Customer's purchase price with GNG. The Customer consequently cannot make any further claims against GNG for consequential losses and indirect losses, such as, but not limited to, business interruption loss, loss of profit, loss of time, loss of cost reductions, loss of goodwill and loss arising from the Customer's non-contractual performance of obligations to third parties, including claims for damages from third parties.

12. Liability in damages and limitation of liability

12.1 The below provisions on GNG's liability in damages apply subject to what otherwise follows from these Terms of Sale and Delivery.

12.2 GNG is only liable in damages for damage or loss resulting from product damage caused by defects in delivered products if the damage or loss is due to actionable errors or omissions on the part of GNG. If a product delivered by GNG causes personal injury as a result of a defect in the product, GNG will solely be liable to the extent to which such liability follows from mandatory rules. In any circumstance, GNG will not be liable for consequential losses and indirect losses, such as, but not limited to, business interruption loss, loss of profit, loss of time, loss of cost reductions, loss of goodwill and loss arising from the Customer's non-contractual performance of obligations to third parties, including claims for damages from third parties.

12.3 GNG's liability in damages cannot exceed DKK 3 million for each individual case (damage/delivery) in connection with product liability and cannot exceed DKK 10 million for a single customer on an annual basis.

12.4 To the extent that GNG may be liable in damages to third parties, including product liability arising from products delivered to the Customer, the Customer is obliged to indemnify GNG for any such damage or loss for which GNG is not liable in damages in accordance with Clauses 12.1 to 12.3. The Customer is also obliged to accept to be joined as a party to legal proceedings before the court or arbitration tribunal that is hearing a claim brought against GNG due to damage allegedly caused by the product.

12.5 GNG is not liable in damages for damage or loss of any kind arising from advisory services provided by GNG as well as marketing material, sales literature, price lists etc.

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12.6 Regardless of whether GNG may be held liable as a result of either deviations, delayed delivery or deficient delivery, GNG will not be liable for consequential losses and indirect losses, such as, but not limited to, business interruption loss, loss of profit, loss of time, loss of cost reductions, loss of goodwill and loss arising from the Customer's non-contractual performance of obligations to third parties, including claims for damages from third parties.

13. Statutory liability

13.1 Nothing in these Terms of Sale and Delivery is to be interpreted as a limitation or an exclusion of each party's liability for personal injury caused by negligence or any other liability that cannot be limited or excluded in accordance with mandatory legislation.

14. Personal data controlling and processing

14.1 GNG is entitled to process and store personal data such as name and contact details for individual contacts with the Customer. GNG will use such personal data in connection with GNG's performance of its obligations to the Customer (for example administration of customer relations and payment transactions), to analyse and improve GNG's products and services, and/or to send information about GNG's products, services and events to the Customer's contacts. Where consent is required by law, the Customer hereby consents to personal data being used and disclosed as described above and accepts that personal data will be processed subject to the existing legislation. GNG will use adequate contractual and technical mechanisms for the protection of personal data. GNG will store personal data for as long as the business relations with the Customer exist. Where required by mandatory legislation and provided that the necessary conditions have been met, the Customer will, as a natural person, have a right of access to, a right to rectification of and a right to inquire about or object to the processing of the Customer's personal data. For further information, contact info@gng.dk. If the Customer wishes to complain about the processing of personal data, the Customer can also contact the Danish Data Protection Agency at the address: Datatilsynet, Borgergade 28, 5. sal, DK-1300 Copenhagen K.

15. Force Majeure

15.1 GNG is not liable for non-performance of our GNG's obligations under this agreement which is fully or partly due to Force Majeure-like circumstances or events beyond our reasonable control. The term 'Force Majeure' includes, but is not limited to, temporary delivery obstacles caused by too high or low temperatures during the growth period, fluctuations in precipitation in relation to a normal growth period, weather conditions, impossibility of harvesting at the time of delivery and abnormal conditions in terms of pest proliferation, scarcity of goods, civil unrest, war, terrorism, fire, natural disasters, changes in public regulations or rules, strikes, riots, lockouts, pandemics and/or epidemics.

15.2 If, due to Force Majeure events, we are fully or partly prevented from performing our obligations, we will give notice thereof within a reasonable period of time. We will resume our obligations immediately after the Force Majeure event ends. Both GNG and the Customer are entitled to terminate the agreement if we have been prevented from performing our obligations under the agreement for a period of at least 90 consecutive days as a result of Force Majeure events. Neither of the parties will be entitled to exercise any remedies for breach as a result thereof.

15.3 If the occurrence, persistence and/or cessation of a Force Majeure event result(s) in a price increase of more than 10% for one or more of the items listed below, we will be entitled to increase our prices under this agreement correspondingly: Seeds, Fertilizers, Fuel, Energy, Pay and related payroll costs, including costs for accommodation for seasonal workers, Excipients, Packaging; including plastic, coverings for fields, etc. and/or Freight.

15.4 Minimum 30 days' notice will be given of such price increases before their entry into force. If the announced price increase results in an annual price increase for the Customer of more than 10%, the Customer is entitled to terminate the agreement at minimum 30 days' written notice before the new prices enter into force.

15.5 If the occurrence, persistence and/or cessation of a Force Majeure event result(s) in a significant reduction in our overall cost basis, we will loyally strive to offer reasonable price reductions taking into due account our other operations and obligations.

16. Return packaging

16.1 In the event of changes in the user fee for return packaging, e.g. europool/EPS, IFCO and the like, during the term of the agreement, the agreed price will be adjusted correspondingly so that GNG does not become financially liable for these adjustments.

17. Governing law and proper venue

17.1 The trading between the parties is governed by Danish law in any and all respects.

17.2 Any dispute arising in connection with the trading between the parties will be settled by Aarhus City Court unless otherwise agreed between the parties.

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