

## **JH Agro A/S (JHA)**

### **General Terms of Sale and Delivery Export**

#### **1 APPLICATION**

1.1 These General Terms of Sale and Delivery shall apply to the extent they are not derogated from by written agreement between the Parties. The Parties are referred to as JHA and the Buyer.

#### **2 ADVICE AND QUOTES**

2.1 JHA only provides advice to the Buyer within its own area of experience and to the best of its knowledge, and emphasises that any experience subsequently acquired may lead to other solutions.

2.2 Advice is only provided on the basis of the information provided by the Buyer to JHA.

2.3 When an order is placed after a quote is expired, JHA reserves the right to increase or amend the quote.

#### **3 ORDERS**

3.1 No final agreement exists between the Parties until JHA has provided its acceptance to the Buyer in the form of an order confirmation.

3.2 If JHA's order confirmation is not in conformity with the Buyer's order, the Buyer must immediately make a complaint. Otherwise, the Buyer will be bound by the contents of the order confirmation.

#### **4 PRICES**

4.1 Prices stated in quotes, order confirmations and contracts are market prices, VAT excluded. JHA reserves the right to amend prices in case of significant changes in production costs, wages, raw materials, sub-supplies, exchange rates, official discount rates and circumstances comprised by clause 11. For stock sales below 200.-€ a handling fee will be added. For returned goods / credit nota, the fee will not be credited.

#### **5 TIME OF DELIVERY**

5.1 The time of delivery is specified in the written order confirmation provided that all technical details and formalities for the execution of the order is available at that time. Otherwise, the time of delivery is calculated from the time when all matters have been corrected.

5.2 If delivery does not take place at the time of delivery confirmed by JHA, and this matter can be ascribed to JHA alone, the Buyer is entitled to an agreed penalty corresponding to 0.5% of the value of the delayed products for each full week of the delay, however, maximum 7.5%. This agreed penalty is the maximum compensation which the Buyer may claim towards JHA in connection with a delay.

5.3 If delivery has not taken place within ninety (90) days after the date for delivery, cf. clause 5.2, the Buyer is entitled to cancel the agreement by written notice to JHA.

5.4 If the Buyer fails to receive products that are ready for delivery, or parts thereof, on the agreed date, the Buyer is nevertheless, if not otherwise agreed, obliged to make payment as if delivery had taken place. In addition, JHA may cancel the agreement and claim damages suffered by JHA as a result of the Buyer's neglect.

5.5 If a delivery is delayed due to a circumstance specified in clause 11, or such delay is caused by the Buyer's acts or omissions, the time of delivery shall be extended accordingly.

#### **6 TERMS OF DELIVERY**

6.1 JHA's terms of delivery are ex works (EXW) in Denmark pursuant to the most recently published version of INCOTERMS.

#### **7 TERMS OF PAYMENT**

7.1 Payment must be pursuant to the agreed terms of payment.

7.2 JHA reserves the right of ownership to the goods until payment in full has been received. If the Buyer does not comply with the terms of payment, JHA is entitled to take back the goods.

7.3 It follows from clause 6 that all costs related to the transport of services and service products, like freight, insurance, etc., shall be paid by the Buyer. If JHA incurs any expenses in this regard, such amount will be charged on the invoice.

7.4 JHA reserves the right of ownership in the goods until payment, incl. interests, fees, etc. have been received in full. If the Buyer does not comply with the terms of payment towards JHA, JHA is entitled to take back the goods. The costs in connection with the return of goods to JHA is covered by the Buyer.

7.5 If the Buyer fails to pay an amount on the due date, JHA is entitled, upon written notice to the Buyer, to cancel the agreement or to withhold the delivery in total or in part. In this connection, JHA is entitled, without notice, to amend the terms of payment for future deliveries.

7.6 If the Buyer fails to pay an amount at the agreed time, JHA is entitled to stop all related work without this entitling the Buyer to claim delay. In case of late payment, interest will be charged as specified in clause 7.4.

#### **8 Full return policy**

8.1 Full return is granted for goods purchased from JH Agro A/S within the first 30 days. If the goods are returned, the customer will be reimbursed 80% of the price of the goods.

However, the return policy does not apply to specially ordered non-stock items or bespoke goods. The item must always be unused and in unbroken packaging. Shipping and environmental costs are non-refundable.

## **9 GUARANTEE AND DEFECTS**

- 9.1 For all products manufactured by JHA, JHA provides a guarantee for errors in workmanship or materials not caused by normal wear and tear, for a period of twelve (12) months from the date of commissioning. JHA's guarantee will lapse if during the guarantee period and without JHA's prior written acceptance (i) any constructive changes are made to the plant, (ii) any other significant changes are made to the plant's operating parameters, or (iii) the plant is moved or resold.
- 9.2 As regards parts made by other manufacturers that are part of the delivery, e.g. electrical accessories, automatics etc., the same guarantee is provided as the one JHA is granted by the sub-supplier.
- 9.3 If during the guarantee period any errors are demonstrated in materials or execution of any part of JHA's product, JHA will make repairs and renewals to the required extent within normal working hours. However, JHA is not obliged to pay installation costs, if the installation can be done by the Buyer itself.
- 9.4 The Buyer can only claim damages for defects if a complaint has been made immediately after the defect was noticed, or should have been noticed.
- 9.5 Losses, expenses or costs related to retrieval, re-ordering, repair, removal or similar measures related to defect products, of which JHA's products are part, cannot be claimed towards JHA.
- 9.6 JHA is not liable for business interruption, loss of time or loss of profits, or any similar indirect losses.

## **10 Insurance**

- 10.1 The Buyer is obliged to extend its insurance cover to include JHA as regards the Buyer's existing building and fire insurance, so that no recourse can be sought against JHA, for instance in case of a building fire pursuant to the rules on "hot work". It is presupposed that the Buyer will include the delivery, consisting of materials and installation, in the all-risk insurance taken out by the Buyer in connection with the construction.
- 10.2 JHA will draw the statutory insurances required only for JHA, unless otherwise agreed.

## **11 INSTALLATION**

- 11.1 The Buyer is liable towards JHA that the installation is done under conditions that are in accordance with applicable laws and regulations for the working environment at the place of installation. In addition, the Buyer must notify JHA in writing about the safety regulations that apply to the staff at the place of installation.
- 11.2 Any extra work must be approved in writing by the Buyer before it is commenced.
- 11.3 The Buyer cannot, without written consent from JHA, order JHA's staff to carry out work.

## **12 PRODUCT LIABILITY**

- 12.1 JHA must be indemnified by the Buyer to the extent where JHA is held liable towards a third party for such damage or loss, for which JHA pursuant to clause 10.2 and 10.3 is not liable towards the Buyer.
- 12.2 JHA is not liable for any damage to real or movable property that occurs while the products are in the Buyer's possession. Likewise, JHA is not liable for any damage to products manufactured by the Buyer or products in which the Buyer's products are used.
- 12.3 JHA shall under no circumstances be liable for business interruption, loss of profits or any other financial consequential losses. If a third party advances a claim for damages against one of the Parties referring to this clause, the Party in question shall immediately inform the other Party hereof.

## **13 EXEMPTION FROM LIABILITY**

- 13.1 Upon written notice to the Buyer, JHA is entitled to cancel the agreement when its performance within a reasonable time is impossible for JHA due to war, strike, lockout, pandemic, political circumstances or any other force majeure event, which JHA cannot control. The same applies in case of delay of or defects in deliveries from a sub-supplier. In these situations, JHA assumes no liability for damages towards the Buyer.

## **14 DRAWINGS AND DESCRIPTIONS**

- 14.1 Any information about weight, dimensions, capacity, prices, technical data and other data specified in catalogues, prospects, circulars, advertisements, illustrations and price lists are approximate and only binding to the extent they are included as appendices to the agreement.
- 14.2 All submitted drawings and descriptions will remain JHA's property and cannot without permission be copied, reproduced, submitted to or in any other way communicated to a third party. The right of ownership to drawings and descriptions that are necessary for the Buyer to install, commission, run and maintain the delivery will pass to the Buyer. However, JHA may demand that such drawings and descriptions shall remain confidential.

## **15 SETTLEMENT OF DISAGREEMENTS – ARBITRATION**

- 15.1. Any dispute that may arise between JHA and the Buyer, including disputes regarding the existence or validity of the agreement, is subject to, and must be interpreted in accordance with Danish law, including customs and trade customs. As a rule, any dispute must be settled by the Danish courts with the Court in Holstebro as the place of jurisdiction.

However, JHA is like alternative to this entitled to, as plaintiff, submit the case for arbitration in accordance with the rules adopted by the Arbitration Institute regarding this, which is valid at the initiation of the arbitration proceedings.