

GENERAL TERMS OF SALE AND DELIVERY

1. **Application**
 - 1.1 Application. These general terms of sale and delivery ('the Terms') apply to all agreements for sale and delivery by Uni-Food Technic A/S, business reg. no. 44553953 ('the Company') of products, spare parts and associated services ('Products') to business customers.
2. **Contractual Basis**
 - 2.1 Contractual basis. Along with the Company's offers and order confirmations, these Terms constitute the complete contractual basis for the Company's sale and delivery of Products to the customer ('the Contractual Basis'). The customer's sourcing conditions printed on orders or communicated to the Company in any other manner do not form part of the Contractual Basis.
 - 2.2 Amendments and Addenda. Any amendments or addenda to the Contractual Basis only apply if the parties have agreed on them in writing.
3. **Products, Spare Parts and Services**
 - 3.1 Products, Spare Parts and Services. All Products and spare parts sold by the Company and delivered to the customer are in compliance with Danish law at the time of delivery.
 - 3.2 Services. Associated services sold by the Company and delivered to the Customer in connection with sale and delivery of Products or spare parts such as installation, start-up or other services will be carried out using correct craftsmanship and in compliance with Danish law at the time of delivery.
 - 3.3 Limitation of Liability. Products which the Company sells and delivers to the customer are intended for food processing lines. Notwithstanding any conflicting terms in the Contractual Basis, the Company is under no circumstances liable for loss or damage resulting from use for other purposes. The customer undertakes to hold the Company harmless to the extent that the Company may incur liability for such loss or damage.
4. **Price and Payment**
 - 4.1 Price. The price of the Products will be agreed separately. Unless otherwise stated, all prices are exclusive of VAT, customs, duties, taxes, legal requirements, insurance, shipping, packaging, installation and expenses for connection to water, electricity, cabling and air, assembly, and staff training which shall be for the account of the customer.
 - 4.2 The Company may in its sole discretion adjust its prices. Such adjustment shall have effect on all non-confirmed orders.
 - 4.3 If any changes regarding exchange rate, legal requirements, material prices, freight, insurance, customs, taxes, labour wages etc. have occurred before the time of delivery of Products, the Company shall be entitled to adjust the price accordingly.
 - 4.4 Payment. The terms of payment for the Products will be agreed separately.
 - 4.5 Reservation of ownership. The Company reserves ownership for Products delivered in all respects. Thus, any delivered Products will remain the property of the Company until the entire purchase sum plus any costs incurred and all other claims under the business relationship have been paid by the customer.
5. **Late Payment**
 - 5.1 Interest. If the customer fails to pay an invoice for Products as and when due for reasons which the Company is not liable for, the Company is entitled to charge a 2 per cent interest on the amount due per month or part of a month from the due date and until payment is effected.
 - 5.2 Termination. If the customer fails to pay an overdue invoice for Products no later than seven days after having received a written demand for payment from the Company, the Company is – in addition to interest under Clause 5.1 – entitled to: (a) cancel the sale of the Products to which the delay applies, (b) cancel the sale of Products which have not yet been delivered to the customer or demand advance payment for them, and/or (c) resort to other remedies for breach of contract.
 - 5.3 Retention. Notwithstanding any other provisions in these Terms, the Company is always entitled to retain Products not yet delivered if the customer has not paid previously delivered Products as and when due. However, the Company may not retain Products if the Company has received full advance payment for the Product in question.
 - 5.4 Production Start. The Company is not obliged to start production until the date when a deposit or advance payment has been received in the Company's account.
6. **Offers, Orders and Order Confirmations**
 - 6.1 Offers. The Company's offer is valid for 30 days from the date on the offer unless otherwise stated in the offer. An acceptance of an offer which is received by the Company after the time stipulated for acceptance is not binding on the Company unless the Company informs the customer otherwise.
 - 6.2 The right to intermediate sale is reserved.
 - 6.3 Additional services and deliveries, which are not specified in the Company's order confirmation, will be invoiced according to the Company's current price lists.
 - 6.4 Orders. No purchase order is binding on the Company unless the Company has confirmed it in writing.
 - 6.5 Order confirmations. The Company endeavours to send written confirmation or refusal of an order for Products to the customer no later than three business days after receipt of the order.
7. **Delivery**
 - 7.1 Delivery Term. The Company delivers all Products sold Ex Works (EXW) in accordance with Incoterms 2020 unless otherwise agreed in writing.
 - 7.2 Delivery Time. If no delivery date has been agreed, The Company may determine a delivery date. If a delivery date has been agreed such shall be considered as approximate and it is conditional upon the customer in time fulfils its contractual obligations, such as prepayment, approval of drawings and calculations and in addition, upon request, timely clarifies all necessary details for the delivery.
 - 7.3 The Company is entitled to deliver before the agreed delivery time unless the parties have agreed otherwise.
 - 7.4 If successive deliveries have been agreed, each delivery shall be considered as an independent delivery.
 - 7.5 Delivery delayed by payment. Notwithstanding Clause 7.2, the time limit for delivery will not run until the date when payment of a deposit or advance payment has been received on the Company's account if the agreement is conditional upon payment of a deposit or advance payment. If the customer's payment is delayed and the agreement between the parties is upheld, the time limit for delivery will be postponed by a corresponding amount of time if the time limit for delivery has been expressed as specific date.
 - 7.6 Inspection. The customer is obliged to inspect all Products immediately upon delivery.
 - 7.7 Notice of Lack of Conformity. If the customer discovers a defect which the customer wishes to rely on, the Company must be notified of this in writing within eight days. If the Company is not notified of a defect within eight days after the time when the defect was discovered or ought to have been discovered, the customer is no longer entitled to rely on the defect.
8. **Late Delivery**
 - 8.1 Notification. If the Company expects a delay in the delivery of Products, the Company must inform the customer of this and, at the same time, give a reason for the delay and a new expected delivery time. Such notification will be given no later than eight days before the original delivery time.
 - 8.2 Termination. If the Company fails to deliver Products no later than within a reasonable time after the agreed delivery time for reasons which the customer not liable for, the customer is entitled to demand in writing to the Company that delivery is to take place within a reasonable time limit after the notification has arrived. If delivery is not effected within a reasonable time limit set in the customer's notification, the customer may rescind the order or orders which, due to the delay, must be regarded as materially non-conforming under the general rules of Danish law. The customer has no other rights in consequence of delayed delivery.
9. **Warranty**
 - 9.1 Warranty. The Company warrants that the Products comply with the specification and description set out in the Contractual Basis. Claims are valid provided that correct maintenance has been carried out and that the equipment has been used for a maximum of eight hours per day and no more than 2,080 hours per year from the time of initial operation. In the event of a larger number of operational hours, the warranty period will be reduced proportionally. For the warranty to be valid, it is a requirement that the customer has used original spare parts manufactured, approved or resold by the Company and that servicing has been carried out by a person trained or authorised to do this by the Company. Unless otherwise agreed, the Company provides a warranty period of 12 months for mechanical parts. Unless otherwise agreed, the Company provides a warranty period of six months for electrical parts and services. For Products produced according to specifications, drawings, descriptions, models, designs, regulations etc. provided by the customer or its advisors, the Warranty shall apply only to defects caused by the Company not delivering in accordance with such.
 - 9.2 Exemptions. The Company's warranty does not apply to wear parts and defects which are caused by: (a) ordinary wear and tear, (b) storage, installation, use or maintenance inconsistent with the Company's instructions or normal practice, (c) repairs or amendments carried out by others than the Company unless this has been agreed with the Company in advance, or (d) other matters for which the Company is not liable. Spare parts and services are not covered by the Company's warranty.
 - 9.3 Burden of proof and lapse of warranty. The burden of proof rests with the customer. If the customer has received a maintenance log from the Company, this maintenance log or a copy of it must be submitted to the Company along with any claim which the customer seeks to have covered by the warranty. If the customer has not maintained Products as outlined in the maintenance log and the Company's general instructions, and the customer cannot produce the maintenance log, the warranty on the Products will lapse.
 - 9.4 Notification. If, within the warranty period, the customer discovers a defect which the customer wishes to rely on, the Company must be notified in writing of this within eight days and the customer shall forward proof of delivery/handover date to the Company for the Products to which the notification refers. If the Company is not notified within eight days of a defect which the customer discovers or should have discovered, it cannot be claimed at a later time. The customer must provide the Company with the information it asks for about a notified defect.

- 9.5 **Inspection.** Within reasonable time after the Company has received notification from the customer about a defect and looked into the claim, the Company must notify the customer if the defect is covered by the warranty. The customer must send any defective parts to the Company on request. The customer bears the costs of and the risk for parts during the transport to the Company. The Company bears the costs of and the risk for parts during the transport to the Company if the defect is covered by the warranty.
- 9.6 The obligation of the Company under the Warranty is limited to the Company repairing defective workmanship or in case of defective parts or materials the repair or supply of replacement parts. The Company may choose at any time after receiving a claim under the Warranty to refund the net purchase price of the Product which shall be considered full and final remedy of the claim. In no event shall the Company be liable for indirect or consequential losses nor related costs or expenses of any kind hereunder but not limited to works related to remedying the defect such as de-installation/installation of the Product and/or the parts. Such works carried out by the Company, and reasonable costs related hereto may be invoiced to the Customer at the standard rates of the Company. The Customer shall arrange and pay for shipping to the premises of the Company.
- 9.7 The limited Warranty of this clause 9 is the only warranty provided by the Company. As such all other warranties, whether expressed or implied hereunder but not limited to warranties of merchantability and fitness for a particular purpose are hereby disclaimed.
- 9.8 Workmanship and materials provided by the Company to remedy claims under the Warranty within the last three months of the Warranty Period shall be covered by the Warranty for a single additional 3 months period following the end of the Warranty Period.
- 9.9 If the Company is unable to remedy the claim after having had a reasonable number of attempts the Customer is entitled to claim a refund of the net purchase price against delivering the Product to the Company at the Company's premises. This shall be the sole remedy of the Customer in case of the Company not being able to remedy a claim under the Warranty.
- 9.10 Service and repair works carried out by the Company which are not covered by the Warranty shall be invoiced by the Company at its standard rates. Any and all costs related such as transport, travel, and spare parts are for account of the customer. The same applies to works related to providing cost estimates and offers for service and repair works.
10. **Liability**
- 10.1 Any claims related to Products, other than valid Warranty claims, shall be received in writing by The Company as soon as possible after the customer becomes aware of a potential claim and no later than within 3 months from delivery of the Products in question. The notification of a claim shall include a comprehensive and detailed description of the facts and the basis for the claim, the Company order number and number of the Products if the claim is related to a physical product. Claims not received by The Company in accordance with this clause shall be deemed time barred and waived by the customer.
- 10.2 The Company's liability to the Customer shall not exceed the net purchase price for the specific Products giving rise to the claim.
- 10.3 The Company shall in no event be liable for delays or any consequences hereof.
- 10.4 Notwithstanding any other terms or provisions of the Contractual Basis, the Company shall not be liable to the Customer for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation or third party claims or for any indirect or consequential loss.
- 10.5 The defences and exclusions and limitations of liability under the Terms shall apply to any claim arising out of or in relation to the Contractual Basis and which is made against any of the Company's members, directors, officers, employees or subcontractors, irrespective of whether the claim is based on or related to contract law, tort law or any other legal basis.
- 10.6 **Product Liability.** The Company is liable for product liability as regards any Products delivered to the extent that such liability is provided for in mandatory legislation. The customer undertakes to hold the Company harmless to the extent that the Company may incur product liability beyond this.
- 10.7 **Limitation of Product Liability.** The liability for damage to real property and chattels personal, including products manufactured by the Company and products of which these form part, is limited to a maximum of 100 per cent of the purchase sum for the Products which caused the damage. The amount of any product liability may under no circumstances exceed the coverage that can actually be obtained from the Company's product liability insurance. The company shall under no circumstances be liable for loss of production, loss of profit or any other consequential economic loss. The above limitations in the Company's liability shall not apply where the Company has been guilty of gross negligence.
- 10.8 **Force Majeure.** Notwithstanding any terms to the contrary in the Contractual Basis, the Company is not liable to the customer for any lack of performance of commitments which can be attributed to force majeure. The Company shall be entitled to suspend performance of its obligations under the Contractual Basis and allowed to extend the date of delivery to the extent that such performance or delivery is impeded by any event or circumstance which the Company could not avoid or overcome, with reasonable care, skill and diligence, and the consequences of which the Company was unable to prevent, with reasonable care, skill and diligence, including without limitation fire, war, pandemic, currency restrictions, strikes, the absence of transport, general shortages of goods, restrictions in fuel, IT break downs/hacking and cyberattacks and defects or delays in deliveries from suppliers. The Company shall not be liable for any costs or losses whatsoever suffered by the customer as a result of any event or circumstances which the Company could not avoid and the consequences of which the Company was unable to prevent, with reasonable care, skill and diligence.
- 10.9 **The Company's loss.** If the customer disregards its duty to take delivery of the Products from the Company and this results in operational irregularities or other material nuisance to the Company, the Company's financial loss in this respect will be determined as a fixed sum of 10 per cent of the purchase sum stated in the order confirmation for the Products which the customer has not taken delivery of in accordance with the Contractual Basis. However, the Company's loss will always be fixed at the actually incurred and reasonable storage costs if the Products are stored as a consequence of the customer's delay in taking delivery.
11. **Intellectual property**
- 11.1 All and any intellectual property rights to Products, manuals and technical documentation hereunder but not limited to drawings, designs, and descriptions delivered by the Company belongs to the Company and shall remain the property of the Company. The Products and documentation may only be used for its purpose in connection with the customers installation and usage of the Product and may not be copied and/or submitted to competing companies of the Company or brought into circulation in any way without the Company's permission.
- 11.2 If the customer provides drawings, designs, models or other illustrations which are protected by intellectual property rights of the customer, to be used by the Company for the production of the Products to the customer, such shall remain the intellectual property of the customer. The customer assumes all and any liability for violation of third-party rights of any kind. The customer shall indemnify and keep the Company harmless for all and any claims by third parties claiming infringement of property rights. The customer is obliged to participate in any proceedings instituted by a third party.
- 11.3 **Infringement.** If any Products delivered infringe the intellectual property rights of a third party, the Company must, at its own expense: (a) ensure that the customer will be entitled to continue using the infringing Products, (b) change the infringing Products so they are no longer infringing, (c) replace the infringing Products by Products which are not infringing, or (d) buy back the infringing Products at the original net purchase price less a reasonable amount for use since delivery. The customer has no other rights in consequence of Products infringing a third party's intellectual property rights.
12. **Confidentiality**
- 12.1 **Disclosure and use.** The customer may not disclose, use or make others capable of using the Company's business secrets or other information of any kind which is not publicly available.
- 12.2 **Protection.** The customer must not unfairly obtain or attempt to obtain knowledge or disposal of the Company's confidential information as described in Clause 12.1. The customer must handle and store the information securely to avoid that it is unintentionally brought other people's knowledge.
- 12.3 **Duration.** The customer's obligations under Clause 12.1-12.2 apply while the parties have a business relationship and will continue indefinitely after the end of the business relationship irrespective of the reason it ended.
13. **Current Law and Venue**
The Contractual Basis, these Terms and Conditions and any related matter, including any dispute arising out of or in relation to the Contractual Basis, shall be governed by and interpreted in accordance with Danish law without regard to the choice of law rules applicable in Denmark. Any dispute arising in connection with the Parties' business relations must be settled by the court in Aalborg, Denmark as agreed court of venue.
14. **Entry into force**
- 14.1 **Entry into force.** These Terms apply from 01.07.2024.