

# General Conditions of Sale and Delivery

## Danfond Global A/S (DFG)

### 1. Application

These General Conditions of Sale and Delivery ("Conditions") apply to all commercial transactions between Danfond Global A/S ("DFG") and the purchaser ("Purchaser"), unless otherwise agreed in writing. Any deviations must be expressly confirmed in writing by both parties. Any general terms or conditions of purchase issued by the Purchaser are expressly excluded and shall not apply.

### 2. Transport and Risk

The parties' agreement regarding transport, allocation of transport costs, and the transfer of risk is governed by the Incoterms (latest edition, currently Incoterms 2020) as stated in the order confirmation (e.g., FOB, CIF, etc.).

### 3. Delivery Delays

DFG shall not be liable for any delay in delivery resulting from force majeure, including but not limited to strikes, civil unrest, war, natural disasters, government actions, outbreaks of animal disease, or other significant obstacles to performance.

Delays shall be deemed non-fundamental unless:

- Stated as fundamental in the order confirmation, or
- DFG fails to deliver within 8 days of receiving a written reminder from the Purchaser.

DFG may make partial deliveries if such deliveries do not cause significant inconvenience to the Purchaser.

In the event of a substantial delay:

- The Purchaser may request renegotiation or cancel the contract.
- Upon cancellation, compensation is limited to direct documented costs incurred in relation to the contract.
- Any part-deliveries already made must be paid for in accordance with the original agreement.

### 4. Payment Terms

Unless otherwise agreed, payment is due at the same time as the risk passes to the Purchaser as defined by the applicable Incoterms.

In case of delayed payment by the Purchaser:

- **An administrative fee equivalent to USD 250** is charged with the first reminder, **USD 750** with the second reminder, and **USD 1500** with the third reminder.
- In addition, **interest will be charged at a rate of 3.00% per commenced month** from the due date until full payment is received.
- In jurisdictions where charging interest is not permitted: **A late payment fee based on the invoice amount per commenced month** will apply from the due date until full payment is received.

Invoice amount	Late payment fee/month
0 - 25000	600 invoice currency
25000 - 50000	1200 invoice currency
50000 - 75000	1800 invoice currency
75000 - 100000	2400 invoice currency
Above 100000	3600 invoice currency

If DFG reasonably believes that the Purchaser's ability to pay has deteriorated after the contract is signed or during its performance, or if the Purchaser has outstanding invoices that are matured and not paid in time, DFG may:

- Require prepayment or adequate financial security,
- Suspend delivery,
- Withhold any related documents, regardless of any terms agreed under Incoterms or any other governing rules.

### 5. Certificates

All requirements for veterinary or other certificates must be specified in the order confirmation, including requirements arising from transit through third countries. If no specific requirements are indicated, only the standard veterinary certificates from the country of origin will be included.

### 6. Extraordinary Costs

The Purchaser shall reimburse DFG for any extraordinary costs resulting from the Purchaser's failure to enable timely delivery, including but not limited to:

- Demurrage,
- Unnecessary trips to suppliers,
- Delays caused by late prepayment.

### 7. Retention of Title

DFG retains full ownership of the goods until the entire purchase price and any associated costs (transport, insurance, etc.) have been fully paid, or until adequate security is provided as agreed.

Until full payment is made, the Purchaser may not resell, pledge, or otherwise dispose of the goods in a manner that violates DFG's reservation of title.

### 8. Complaints and Defects

If the Purchaser identifies any fundamental defect in the goods, a written complaint must be submitted to DFG without undue delay and must include product details such as origin and quality.

- **Fresh goods:** complaint must be made **immediately upon receipt**.
- **Frozen goods:** complaint must be made **within three (3) days of receipt**.

The Purchaser must store goods under proper technical conditions until DFG or its representative has had the opportunity to inspect them. If the complaint is justified, DFG may deliver a replacement within a reasonable time.

The Purchaser shall cover all costs associated with unjustified complaints, including DFG's travel, accommodation, inspection, and other expenses.

DFG shall **not be liable for any indirect or consequential losses**, such as:

- Loss of profits,
- Operational loss,
- Environmental damage, regardless of the legal basis of liability.

Notwithstanding the foregoing, DFG shall in no event be liable for damages exceeding DFG's insurance.

### 9. Product Liability

DFG is liable for personal injury or property damage caused by defective products under the general rules of Danish law. However, DFG shall not be liable for:

- Any indirect or consequential loss,
- Operational losses or loss of profits,
- Pollution or environmental damage.

If a claim is raised by a subsequent purchaser, the Purchaser agrees to indemnify DFG and, if necessary, participate in any legal proceedings at DFG's location.

Notwithstanding the foregoing, DFG shall in no event be liable for damages exceeding DFG's product liability insurance.

### 10. Governing Law and Jurisdiction

All disputes arising out of or in connection with these Conditions or any related agreements shall be subject to:

- **Exclusive jurisdiction of the Copenhagen Maritime and Commercial Court**, with appeal to the Danish Supreme Court,
- **Danish law**, excluding the Danish Act No. 733 of 7 December 1988 implementing the UN Convention on Contracts for the International Sale of Goods (CISG).

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