



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. PREAMBLE

- 1.1. These general terms and conditions of sale and delivery (hereinafter referred to as the "Terms") shall apply to all offers, sales and deliveries from UNIPATATAS A/S (hereinafter referred to as the "Seller") to the buyer (hereinafter referred to as the "Buyer").
- 1.2. Conditions or requirements of Buyer stated in Buyer's purchase order, general conditions of purchase or elsewhere, is not binding to Seller unless expressly accepted in writing by Seller.
- 1.3. When used in the Terms "writing" or "in writing" refers to a document signed by both Parties or to an e-mail accepted by the Seller in writing.
- 1.4. These Terms therefore constitute an integral part of any agreement between Seller and Buyer.
- 1.5. Once Buyer has accepted the Terms, Buyer shall also be deemed to have accepted that Buyer's future purchases from Seller shall be subject to Seller's Terms in force at the time in question.

2. CONCLUSION OF A CONTRACT

- 2.1. Written quotations made by Seller is valid for eight (8) days from the date of quotation, unless otherwise stated in the quotation. After the expiration of this period, Seller's quotation automatically lapses. Oral quotations must be accepted immediately.
- 2.2. A final and binding sales agreement is not concluded until Seller has forwarded Buyer an order confirmation in writing (hereinafter referred to as the "Sales Agreement").
- 2.3. Upon receipt of Seller's order confirmation, Buyer is obliged to notify Seller within 24 hours, if the terms stated in the order confirmation according to Buyer are in conflict with the order. If Buyer fails to do so, the Sales Agreement will be considered concluded on the terms specified in the order confirmation, including these Terms.

3. PRICES

- 3.1. All prices, unless otherwise stated, are exclusive of VAT and taxes.
- 3.2. Prices provided by Seller in brochures, catalogues, price lists, advertisements on the internet and written or verbal quotations, are for guidance purposes only. As a result, Buyer can solely rely on content stated in individual quotations and/or order confirmations.

4. TERMS OF PAYMENT

- 4.1. Unless otherwise agreed in writing, payment shall be made against invoice containing a payment deadline of 30 days from the invoice date.
- 4.2. If Buyer fails to make payment on the due date, and the delay is not due to Seller's conditions, Seller is entitled to charge interest of 2% per month.
- 4.3. Lack of due payment is considered a material breach and authorizes Seller i) to stop any delivery to Buyer, including all other deliveries until the outstanding amount has been paid by Buyer, or at Seller's choice ii) to terminate all agreements with Buyer and claim damages and/or losses from Buyer.
- 4.4. Seller is at any time, disregarding any other agreements, with one day's notice authorized to require a bank guarantee or other adequate security from Buyer for Seller's total costs in connection with the sale contract. Costs for such guarantee or security are to be paid in full by Buyer. If such security is not provided within the timeframe set by Seller, it is considered a material breach of the Sales Agreement.

5. DELIVERY AND DELAY

- 5.1. Where INCOTERMS have been agreed, such INCOTERMS shall be interpreted in accordance with INCOTERMS (ICC) valid at the time of the sale. If no INCOTERMS are expressly agreed, the delivery is agreed to be Ex Works the sorting location for the potatoes in question.
- 5.2. If Buyer fails to receive the goods at the agreed time, Seller is entitled to store the goods at the expense and risk of Buyer. Upon Buyer's request, Seller is obliged to insure the goods at the expense of Buyer. Buyer is further obliged to make all payments related to the delivery as if the delivery of the goods had taken place.
- 5.3. The delivery time provided in the order confirmation is indicative and subject to possible delays from subcontractors, carriers, force majeure events, or other circumstances beyond Seller's influence or control, including lack of relevant information from Buyer.
- 5.4. Seller shall to the best of his ability comply with the agreed delivery time and is entitled to make partial or advance deliveries. The stated delivery time is estimated by Seller according to Seller's best knowledge at the time of order confirmation. If a fixed delivery time is expressly agreed, Seller is entitled to extend this fixed delivery time by four (4) weeks, calculated from expiry of the agreed fixed delivery time. Delivery within this time limit is deemed to be delivered on time. Buyer cannot exercise any remedies against Seller due to such delay.
- 5.5. Seller shall notify Buyer in writing without undue delay if the delivery time cannot be complied with.
- 5.6. If an order with a fixed delivery date is delayed and Seller does not deliver the goods within four (4) weeks from this fixed delivery date, then Buyer is entitled to maintain fulfilment in accordance with the Sales Agreement or cancel the Sales Agreement. Cancellation can only take place after granting Seller a reasonable time for delivery, which shall be not less than four (4) weeks. If cancelled, Buyer is entitled to a refund of Buyer's payments. the refund can in no event exceed the amount equivalent to the Sales Agreement.
- 5.7. If Seller's delay is caused by any circumstance pursuant to clause 13 (Force Majeure), and as such constitutes exemption from liability, or is due to actions or omissions for which Buyer is responsible, the delivery time is extended to the extent deemed reasonable based on the circumstances. The delivery time shall be extended even if the cause of delay occurs after expiration of the originally agreed delivery time. 5.8. Buyer is barred from exercising any other remedies for breach than the ones mentioned above, included, but not limited to, liability for damages.

6. DUTY OF INSPECTION AND NOTICE OF DEFAULT

- 6.1. Buyer shall immediately after having received the goods examine and document these thoroughly to ensure that the delivered goods do not contain defects of any kind.
- 6.2. Buyer must within 12 hours after the examination, inform Seller in writing if defects are identified and if so, specify and document these thoroughly.
- 6.3. After expiration of clause 6.2, Buyer cannot subsequently claim quantitative or qualitative defects against Seller, if Buyer could or should have discovered the defects at the inspection, cf. clause 6.1.
- 6.4. If Buyer in due time, cf. clause 6.2, forwards a written complaint regarding the defect, Buyer is entitled to a pro rata reduction (in Danish

“forholdsmæssigt afslag”) in the purchase price in accordance with Danish law.

6.5. If Buyer fails to give written notice of the defects according to clause 6.2, Buyer has forfeited his right to assert the defects and claim damages.

6.6. Buyer does not have any other remedies for breach of the agreement besides the one mentioned in clause 6.4.

6.7. In the event of a notice of default, Buyer is not entitled to dispose of the goods without Seller’s prior written approval.

6.8. If Buyer has notified the Seller about any defects in the delivered goods and it becomes apparent that there is no defect for which Seller is responsible, Buyer is obligated to cover Seller’s cost caused by Buyer’s wrongfully notice of default.

7. QUANTITY DEVIATIONS

7.1. Buyer accepts that the goods delivered can deviate up to 2,5% compared with the weight stated in Seller’s order confirmation.

8. CERTIFICATES

8.1. A Phytosanitary Certificate shall be issued in accordance with the National Rules of the country of origin.

8.2. Other reports/certificates etc. can be issued upon Buyer’s request and cost, unless otherwise agreed.

9. MULTIPLICATION

9.1. Multiplication of the seed of protected varieties is not permitted unless otherwise agreed in writing by Seller.

10. LIMITATION OF LIABILITY

10.1. Seller shall not be liable for any indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of production/growth, loss of contracts, loss of profit, injury to reputation or loss of customers, or for any other consequential or indirect loss whatsoever.

10.2. These limitations of liability apply for all liabilities, including but not limited to, liability for delay, defects and product liability.

10.3. The total aggregate liability of the Seller shall never exceed the invoiced sales price for the goods giving rise to such claim – irrespective of the nature of the claim(s), whether in contract, tort, warranty (if given) or otherwise.

10.4. Buyer shall indemnify and hold Seller harmless to the extent that Seller incurs liability towards any third party in respect of loss or damage for which Seller is not liable towards Buyer.

11. PRODUCT LIABILITY

11.1 Seller is only liable for product liability to the extent that follows from mandatory legislation.

11.2. Seller shall under no circumstances be held liable for loss of production, loss of profit, loss of earnings, business interruption, liquidated damages or any indirect loss, consequential economic loss.

11.3. If a claim for loss or damage is raised by a third party against either party to the contract, the latter shall forthwith notify the other party thereof. The total liability arising under or in relation to any agreement governed by these Terms shall be limited to the invoiced sales price for the goods.

12. RETURN

12.1. Delivered goods will not be accepted for return unless expressly agreed in writing.

13. FORCE MAJEURE - GROUND FOR RELIEF

13.1. Seller shall in any circumstances be excused for any delay or failure in performance which arise from circumstances of an unusual nature and if such circumstances prevent due performance of the contract or makes due performance of the contract difficult and/or unexpected expensive provided that such circumstances occur after conclusion of the quotation and are beyond the Seller’s control, including, but not limited to: labour disturbance, strikes and lock-outs, fire, war, rebellion, civil unrest, unusual weather, crop failure and/or failed harvest, natural disasters, currency restrictions, import and/or export bans, interruption of general traffic, including supply of energy, considerable increases in prices and/or indirect taxes, exchange rate fluctuations, pandemics, and production and delivery difficulties for which the Seller cannot be blamed as well as the occurrence of force majeure and/or hardship at the relevant suppliers and farmers.

13.2. Conditions regarding Seller’s sub-suppliers, carriers and/or partners that prevent Seller from fulfilling its obligations to Buyer and which cannot be overcome without incurring disproportionate costs for Seller, are also considered force majeure.

13.3. If a force majeure event prevents a flawless or timely delivery, the delivery shall be postponed for a period corresponding to the duration of the force majeure event plus a reasonable period for normalization of the conditions. Delivery at the postponed delivery time shall be considered timely in every respect.

13.4. Any and all agreements entered into pre-harvest are subject to a safe and quantitatively sufficient crop.

13.5. Seller shall have the right to substitute any ordered goods with similar goods when due to crop failure, or the inability within reasonable limits for Seller to acquire the goods sold in the necessary amounts and/or quality.

14. GOVERNING LAW AND VENUE

14.1. All disputes shall be governed by and construed in accordance with the laws of Denmark disregarding i) its principles on the choice of law and ii) United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.2. Any dispute between the Parties or claim made by a Part arising out of or in connection with the Sales Agreement, including any dispute regarding the existence, validity, or termination thereof, shall be settled by the courts of Denmark. The first instance court shall be the district court of Esbjerg.

September 2023.