

General Terms and Conditions of Sale and Delivery - E. Marker A/S

Rev. 1.3 – Oct. 2022

1. Application and legal effect

- 1.1. All deliveries are based on the below Terms and Conditions of Sale and Delivery ("Terms and Conditions") unless a different, written agreement has been concluded between E. Marker A/S (the "Company"), CVR number 33188218, and the Customer.
- 1.2. Together with the Company's offers and order confirmations, these Terms and Conditions constitute the entire contractual basis concerning the Company's sale and delivery of products, spare parts and associated services to the Customer (the "Contractual Basis").
- 1.3. The Terms and Conditions take precedence over the Customer's terms and conditions of sale and delivery unless otherwise expressly agreed between the Company and the Customer. The Company's acceptance of an order from a Customer does not mean that the Company has thus accepted the Customer's terms and conditions of sale and delivery.
- 1.4. Changes and addenda to the Contractual Basis only apply if the Parties have agreed on them in writing. Any deviation from the Contractual Basis stated in the Customer's order or the like is considered of no legal effect if the Company has not accepted the deviation expressly and in writing.

2. Products, spare parts and services

- 2.1. Products and spare parts which the Company sells or delivers to the Customer are new and observe Danish legislation at the time of delivery. The Company sells and delivers spare parts for a product for at least six months after it has been delivered to the Customer.

3. Price and payment

- 3.1. The price for products, spare parts and associated services follows the Company's current price list at the time on which the Company confirms the Customer's order unless the Parties have agreed otherwise in writing. All prices are exclusive of VAT.
- 3.2. Subject to increases in price and taxes in relation to the Company's price list as prices may change without notice.
- 3.3. The price list applicable to the Company is in DKK to which VAT, taxes and carriage will be added.
- 3.4. Carriage is according to the current carriage price list, and fees for ADR deliveries (DKK 350), handling (DKK 85) and collection at the storehouse (DKK 85) will be added to the carriage price.
- 3.5. Current pallet prices are: 1/1 EUR: DKK 145, ½ EUR: DKK 45, ¼ EUR: DKK 35. Pallets are not taken back and are not exchanged. The price for Euro-pallets is added in case of delivery of big bags.
- 3.6. The Customer must pay all invoices for products, spare parts or associated services cash on delivery unless the parties have agreed otherwise in writing.

4. Late payment

- 4.1. If the Customer does not pay an invoice for products, spare parts or associated services in time for reasons for which the Company is not responsible, the Company is entitled to a 2 % monthly interest on the amount due from the due date and until payment is effected.
- 4.2. If the Customer does not pay an invoice due for products, spare parts or associated services not later than 14 day after having received a written demand for payment from the

Company, the Company is, in addition to interest according to Clause 4.1, entitled to: (i) cancel the sale of the products, spare parts and/or associated services which the delay concerns, (ii) cancel the sale of products, spare parts and/or associated services which have not yet been delivered to the Customer or require payment in advance and/or (iii) assert other remedies for breach.

5. Offers, orders and order confirmations

- 5.1. The Company's offers apply for 14 days from the date on which the offer is dated unless otherwise stated in the offer. Acceptance of an offer that has reached the Company after the expiry of the time stipulated for acceptance is not binding on the Company unless the Company informs the Customer otherwise.
- 5.2. Information in brochures and product information is only binding to the extent that the Contractual Basis makes express references.
- 5.3. The Company aims at sending confirmations or rejections of orders of products, spare parts or associated services to the Customer in writing not later than two business days after receipt of the order. Confirmations or rejections of orders must be in writing to bind the Company.
- 5.4. The Customer cannot change a given order of products, spare parts or associated services without the Company's written acceptance.
- 5.5. If the Company's confirmation of an order of products, spare parts or associated services does not correspond with the Customer's order or the Contractual Basis and the Customer does not wish to accept the conflicting terms, the Customer must notify the Company in writing not later than five business days after receipt of the order confirmation. Failing that, the Customer is bound by the order confirmation.

6. Delivery

- 6.1. The Company delivers all products and spare parts sold EXW Padborg according to Incoterms® 2020.
- 6.2. However, the Company delivers grass seeds EXW Holstebro according to Incoterms® 2020.
- 6.3. The Company delivers all products, spare parts and associated services sold at the time stated in the Company's order confirmation. The Company is entitled to deliver before the date of delivery agreed unless the Parties have agreed otherwise.
- 6.4. The Customer must inspect all products, spare parts and associated services on delivery. If the Customer finds any defects on which the Customer would like to rely, it must be notified to the Company in writing immediately. If a defect which the Customer finds or should have found is not notified in writing to the Company immediately, it cannot be relied on at a later time.
- 6.5. In case of missing items or damage to the goods delivered, the Customer must write it on the bill of carriage immediately on delivery.
- 6.6. Goods are only taken back according to prior agreement and not later than one week after the Customer's receipt only. Returned goods must be in unopened, original packaging, and the return carriage is at the Customer's account.

7. Late delivery

- 7.1 If the Company anticipates late delivery of products, spare parts or associated services, the Company must inform the Customer and at the same time state the reason for the delay and the new, anticipated date of delivery.
- 7.2 If the Company fails to deliver products, spare parts or associated services not later than 14 days after the agreed date of delivery for reasons for which the Customer is not responsible and delivery then fails to occur within a reasonable time of not less than 14 days after a written demand from the Customer, the Customer may cancel the order(s) affected by the delay without notice subject to written notice to the Company. The Customer has no other rights in connection with late delivery.

8. Retention of ownership until payment is made

- 8.1 The Company retains ownership of the goods sold until the entire purchase price has been paid plus interest and costs and any expenses concerning the goods sold that may have been paid by the Company on the Customer's behalf.
- 8.2 Until ownership has passed to the Customer, the product must be insured by the Customer and stored separately. The Customer may not move, pledge, rent out, lend or in any other way dispose of the goods sold until ownership has passed to the Customer. Nor may the Customer make any changes to the goods delivered.

9. Storage and complaints

- 9.1 Fertilizer and paint products (especially fertilizer in big bags) must be stored properly, dry and with no risk of exposure to the sun or rain. The Company cannot replace or credit goods in connection with complaints if the above has not been observed.
- 9.2 The Company cannot replace or credit sphagnum-free soil products with intense smells as the smell is part of a natural process.

10. Liability

- 10.1 Each Party is liable for its own actions and omissions according to current law with the limitations that follow from the Contractual Basis.
- 10.2 The Company is liable according to the product liability rules to the extent only that follows from mandatory rules in legislation. In the relationship between the Customer and the Company, the Customer must indemnify the Company against product liability in any instance not comprised by the afore-mentioned sentence.
- 10.3 Notwithstanding any conflicting terms in the Contractual Basis, the Company's liability to the Customer may not exceed the Customer's total payment for the delivery. The limitation of liability does not apply if the Company has acted intentionally or with gross negligence.
- 10.4 Notwithstanding any conflicting terms in the Contractual Basis, the Company is not liable to the Customer for any indirect loss, including loss of production, sale, profits, time or goodwill unless caused intentionally or with gross negligence.
- 10.5 Notwithstanding any conflicting terms in the Contractual Basis, the Company is not liable to the Customer for any non-performance of obligations falling within force majeure. Exemption from liability exists as long as the force majeure

exists. Conditions beyond the Company's control that the Company should not have foreseen on conclusion of the Agreement are considered force majeure. Examples of force majeure are exceptional natural conditions, war, terror, epidemics and pandemics, fire, flooding, vandalism and labour disputes.

11. Intellectual property rights

- 11.1 Full ownership of intellectual property concerning products, spare parts and associated services, including patents, design, trademarks and copyrights, belongs to the Company.
- 11.2 The Company is not liable for products, spare parts and associated services delivered that infringe third parties' intellectual property rights unless the infringement is intentional or with gross negligence.

12. Confidentiality

- 12.1 The Customer may not disclose or use or enable others to use the Company's trade secrets or other information that is not in the public domain, regardless of its nature.
- 12.2 The Customer may not unduly obtain or attempt to obtain knowledge or possession of the Company's confidential information as described in Clause 12.1. The Customer must treat the information responsibly to avoid them unintentionally coming to other persons' knowledge.
- 12.3 The Customer's obligations according to Clauses 12.1-12.2 apply during the Parties' business relations and indefinitely after the end of the business relations, regardless of the reason.

13. Processing of personally identifiable information

- 13.1 The Company processes personal data while duly observing the General Data Protection Regulation and the Danish Data Protection Act. Data about the Customer's name, email, telephone number etc. are only used in connection with the Customer's order and communication with the Customer.
- 13.2 The Company observes the data subject's rights (i.a. the right of access, rectification, erasure, restriction of processing, to object, data portability, to complain and the right not to be subject to a decision based solely on automated processing, including profiling).
- 13.3 The Company stores the data for as long as necessary for the purpose for which the data are processed. The Company does not disclose, sell or in any other way transfer the data to any third party unless the Customer has accepted.
- 13.4 If the Customer wants information about the data that are processed or if the Customer would like to have data erased or rectified, the Customer may contact E. Marker A/S, info@emarker.dk or +45 7467 0808.

14. Partial invalidity

- 14.1 If one or several provisions in these Terms and Conditions are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other provisions will not be affected or impaired.

15. Applicable law and venue

- 15.1 The Parties' business relations are subject to Danish law in every respect.
- 15.2 Any dispute that may arise in relation to the Parties' business relations must be settled by a Danish court of law.