

# Terms of Sale and Purchase

**General Conditions of Sale and Delivery Version 1.1 as of 1 January 2020**

## **1. Application**

These General Conditions of Sale and Delivery shall apply to the relations between Hansthalm Indfrysning A/S A/S (hereinafter called "Hansthalm Indfrysning A/S") and the Purchaser. Any deviation from the General Conditions of Sale and Delivery shall be subject to written agreement between the parties. Any General Conditions of Purchase on the part of the Purchaser shall not be recognised.

## **2. Clauses**

The parties' agreement on transport, costs of transport and the passing of risk appears from the order confirmation, defined as the Incoterms in force at any time, latest edition Incoterms 2000, for example FOB, CIF etc.

## **3. Delays**

Hansthalm Indfrysning A/S shall not be liable for delay in delivery as a result of force majeure, for example strike, civil unrest, war, natural catastrophes, government intervention, outbreak of diseases among livestock and similar, major impediments to effecting delivery, whatever the nature hereof. Delay shall be deemed non-fundamental unless it appears from the order confirmation, that any delay is deemed fundamental or unless Hansthalm Indfrysning A/S is still unable to supply the goods agreed upon 8 days after the Purchaser's written request at the latest. Even though it does not appear from the agreement, Hansthalm Indfrysning A/S shall be entitled to make part-deliveries, provided that such part-deliveries are not of major inconvenience to the Purchaser.

In the event of substantial delay according to the above, the Purchaser is entitled to demand re-negotiation of the contract concluded or cancellation hereof respectively. If the contract is cancelled, the Purchaser shall be entitled to compensation for costs defrayed in connection with the performance of the contract, but he shall not otherwise be entitled to demand compensation for other losses. If a substantial delay occurs after Hansthalm Indfrysning A/S has commenced delivery by part-deliveries, the Purchaser shall pay for the part-deliveries in accordance with the contract.

## **4. Payment**

Unless otherwise agreed, the purchase sum falls due for payment at the same time as the risk passes over according to the clauses agreed upon.

In the event of delayed payment, interest is added at the rate equivalent to the official discount rate fixed by the Danish Central Bank plus 6 % as from the date of maturity until payment is effected.

If – in the opinion of Hansthalm Indfrysning A/S – the Purchaser's ability to pay is impaired after the conclusion of the contract or once performance hereof has commenced, Hansthalm Indfrysning A/S is entitled to demand security for payment of the purchase sum or pre-payment hereof respectively.

## **5. Certificates**

The Purchaser's requirements for veterinary certificates and/or any other documentation appear from the order confirmation, inclusive of special requirements as a result of any transiting of the goods. If the Purchaser has made no special requirements as to veterinary certificates, only the veterinary certificates of the country of origin will be enclosed.

## **6. Refund Goods**

If the goods supplied by Hansthholm Indfrysning A/S are subsidised by the EU, cf. the (sub) headings of the common customs tariffs stated in the order confirmation, the Purchaser shall be responsible for ensuring that the documents involved in the customs clearing in connection with import into the country of destination – which documents enable payment of the EU export refunds to Hansthholm Indfrysning A/S – reach Hansthholm Indfrysning A/S no later than one month after the goods have crossed the border of the country of destination.

Moreover, the Purchaser shall be responsible for ensuring that the EU cannot raise any justified objection against the import of goods constituting a claim on the part of Hansthholm Indfrysning A/S against the EU or otherwise dispute that such import constitutes a claim. The Purchaser thus guaranties Hansthholm Indfrysning A/S that the goods are put into unrestricted circulation in compliance with the EU's set of rules.

## **7. Extraordinary Costs**

The Purchaser shall compensate Hansthholm Indfrysning A/S for any extraordinary costs if the Purchaser's circumstances prevent Hansthholm Indfrysning A/S from effecting punctual delivery, for example demurrage costs and costs of driving to Hansthholm Indfrysning A/S's supplier in vain, as a result of the Purchaser's non-prepayment in time, etc.

## **8. Reservation of Title**

Hansthholm Indfrysning A/S reserves title to the goods until the entire purchase sum and any costs relating to the delivery, dispatch and insurance of the goods have been paid by the Purchaser or security for the purchase sum has been provided as agreed. Until this has happened, the Purchaser shall not be entitled to resell the goods or otherwise dispose of the goods in any way violating Hansthholm Indfrysning A/S's reservation of title.

## **9. Defects**

If the Purchaser claims that the goods suffer from any fundamental defect, the Purchaser shall without undue delay complain in writing to Hansthholm Indfrysning A/S, stating all the specifications of the goods such as country of origin, quality etc. (with a view to any recourse on the part of Hansthholm Indfrysning A/S against its supplier). As for fresh goods the Purchaser shall complain immediately upon receipt and as for frozen goods no later than 3 days after receipt. The Purchaser shall store the goods technically correct until Hansthholm Indfrysning A/S or Hansthholm Indfrysning A/S's representative on site has had the opportunity to examine the goods.

If the complaint is acknowledged as justified, Hansthholm Indfrysning A/S is entitled to make a replacement delivery within a reasonable time. The Purchaser is obliged to pay for Hansthholm Indfrysning A/S's costs incurred in connection with handling the complaint, for example travel and accommodation costs, survey costs etc.

Hansthholm Indfrysning A/S can under no circumstances be held liable in damages for any



indirect loss, e.g. operational loss, loss of profit, pollution damage or similar on the part of the Purchaser, regardless of the basis of liability.

#### **10. Product Liability**

Hanstholm Indfrysning A/S is liable for damage or injury caused by a defective product according to the general rules of Danish law. Hanstholm Indfrysning A/S can under no circumstances be held liable in damages for any indirect loss, e.g. operational loss, loss of profit, pollution damage or similar on the part of the Purchaser, regardless of the basis of liability.

In the event that any subsequent purchaser in the sales chain lodges a claim for damages against Hanstholm Indfrysning A/S, the Purchaser shall indemnify Hanstholm Indfrysning A/S against any financial consequence of such claim. If necessary, the Purchaser shall let himself be summoned to appear at the venue of Hanstholm Indfrysning A/S.

#### **11. Venue and Applicable Law**

The venue for any dispute arising out of the order confirmation and these General Conditions of Sale and Delivery shall be the Copenhagen Maritime and Commercial Court, and appeal may be made to the Danish Supreme Court. Danish Law shall apply to the settlement of any dispute with the exception of the Danish Act No. 733 of the 7th December 1988 incorporating the United Nations Convention on Contracts for the International Sale of Goods into Danish Law.