

GENERAL TERMS & CONDITIONS OF SALE OF GOODS

Between Freebee A/S, Denmark (hereinafter the “SELLER”) and the person(s), firm or company placing an order ("BUYER").

1. GENERAL

1.1 The terms and the individual provisions set out in this Agreement and in any agreement to which these Terms are attached constitute the entire Agreement between SELLER and BUYER, supersede all prior oral and/or written correspondence (including orders, confirmation of orders, etc.) and can only be modified, changed or cancelled in writing or with SELLER's express consent.

1.2 No variation to these conditions shall apply unless agreed in writing by an authorised representative of the SELLER; any agreed special terms and conditions shall prevail.

1.3 Special conditions of purchase or specific requirements for goods/services purchased by the BUYER and listed in, for example, the BUYER's purchase order or the BUYER's general conditions of purchase, tender documents, etc., are not binding on SELLER, unless SELLER has expressly agreed to this in writing.

1.4 A waiver of any term or condition shall not be considered a waiver of any other Term or condition in the Agreement. Neither PARTY may convey any rights under this Agreement without the other PARTY's prior written consent.

1.5 Shipment or delivery of the goods listed in this Agreement by SELLER shall be deemed to constitute acceptance of these Terms in their entirety.

2. QUOTATION & ORDER

2.1 Any agreement between the BUYER and SELLER is not deemed to have been concluded until the agreement has been confirmed in writing by SELLER. In case of discrepancies between the order confirmation and the BUYER's order or acceptance, the order confirmation prevails. SELLER reserves the right to intermediate sale.

2.2 No employee, other than those being entitled to bind the PARTIES, agents or distributors are authorized to make any additions or alterations to offers, confirmation, or agreements made by either of the PARTIES. SELLER has neither the responsibility for any such additions or alterations, nor for damage or loss caused by any such actions or omissions.

3. TERMS OF DELIVERY

3.1 The time of delivery is, unless otherwise stated, counted from the date that the Agreement between the PARTIES has been signed or confirmed by SELLER.

3.2 If delivery on the side of SELLER depends on import licenses or export licenses from the authorities, the time of SELLER's delivery is counted from the date when such licenses are issued and available to SELLER. The time clause does not affect BUYER's obligations under this Agreement.

3.3 If not otherwise stated in this Agreement, delivery shall be made FCA (named place as specified in the Order Confirmation), Incoterms® 2020, as published by the International Chamber of Commerce (ICC).

3.4 According to the above clause BUYER bears all costs, including freight, as well as the risk of delay and loss or damage to the goods from the time the goods are being delivered to an independent carrier, including while the goods are in transit.

3.5 Delivery times are provided with reservation of a possible delay from subcontractors. If the Seller is notified of a delay by a subcontractor or sees this as likely, then the Seller must inform the Buyer of this promptly, and information regarding a new expected date of delivery must be given.

3.6 Unless a fixed delivery time has been expressly agreed in writing, BUYER shall not be entitled to claim damages or other remedies arising from delay.

4. TERMS OF PAYMENT

4.1 Unless otherwise agreed upon in this Agreement, terms of payment are net cash under an irrevocable Letter of Credit, confirmed by an internationally well reputable Scandinavian bank and payable in a bank designated by SELLER. Interest will be charged on overdue amounts at a rate corresponding to the bank rate of the Danish Central Bank (Danmarks Nationalbank) plus 5% per annum. If any amount is due or BUYER breaches this Agreement or BUYER's financial solvency becomes impaired, SELLER has the right, at its choice - in respect to any undelivered goods - to withhold delivery, cancel the Agreement, demand immediate cash payment or satisfactory security, sell the goods or take any other appropriate legal action to protect SELLER's rights as to this or any other contract between the PARTIES. BUYER agrees to pay SELLER's costs of collection. Such costs shall include, without limitation, legal fees, debt collection fees, internal administrative costs, and any costs incurred in enforcing SELLER's rights under this Agreement.

4.2 As a consequence of clause 3 above BUYER bears all cost and risk in connection with transport of the goods, such as freight, charges, insurance etc. to the extent such costs are allocated to BUYER under the agreed Incoterms (Incoterms® 2020).

In addition, BUYER shall pay all excise, other taxes, duties, or charges presently or hereafter payable in respect to this transaction, i.e. related to sales, use, delivery or port. If SELLER makes disbursement of any of these costs, it shall be entitled to withhold the goods until reimbursement has been effected.

4.3 If the Buyer does not pay within the last valid day of the payment period, and this is not due to the Seller's circumstances, then the Seller has the right to claim default interest from the respective day when payment was due in accordance with the applicable interest law of the National Bank of Denmark. Furthermore, the Seller has the right to claim payments for all invoiced and delivered goods, irrespective of any earlier agreements made on terms of credit.

4.4 SELLER may terminate this Agreement with immediate effect by written notice if BUYER becomes insolvent, enters into liquidation, suspends payments, or if SELLER reasonably believes that BUYER will be unable to fulfil its payment obligations.

5. RETENTION OF TITLE

5.1 To the extent permitted under applicable law, title to the goods shall remain with SELLER until full payment of all amounts due under this Agreement has been received.

5.2 Until ownership has passed, BUYER shall store the goods separately and ensure that they remain identifiable as SELLER's property.

6. ANNULMENT AND AMENDMENT OF THE ORDER

6.1 BUYER shall not be entitled to amend or cancel an order later than three (3) weeks prior to the scheduled dispatch date, as stated in SELLER's order confirmation.

6.2 If BUYER nevertheless cancels the order, BUYER shall reimburse SELLER for all documented costs incurred and loss of profit resulting from such cancellation, including, without limitation, labour costs, production costs, procurement costs, subcontractor costs, storage costs, and logistics or transportation costs.

7. DUTY OF INVESTIGATION AND NOTICE OF LACK OF CONFORMITY

7.1 The Buyer is obliged to examine the goods for any lack of conformity without undue delay after receipt and always before the goods have been taken into use.

7.2 The Buyer is to notify the Seller without undue delay if the Buyer finds any lack of conformity with the received goods. In case of other faults, including hidden faults which manifest later, the Buyer must claim these without undue delay after having discovered the fault or at the latest one year after delivery.

7.3 The Buyer cannot at a later point claim a lack of conformity towards the Seller if the Buyer fails to notify the Seller without undue delay after discovering the lack of conformity – at the latest one year after delivery.

7.4 Any claim by BUYER, whether in contract or tort, must be brought no later than six (6) months after delivery of the goods.

8. WARRANTIES

8.1 SELLER warrants that the goods will correspond to descriptions in this Agreement. NO WARRANTIES EXTEND BEYOND SUCH DESCRIPTION AND SPECIFICATION.

8.2 The foregoing warranty is in lieu of any and all other warranties or representations, whether oral or written, statutory, express or implied, and SELLER EXPRESSLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

8.3 In the event of breach of warranty, SELLER shall have the option to replace or repair defective goods, to refund the purchase price, or to grant a reasonable discount for such defects. The option elected by SELLER shall be the sole and exclusive remedy of BUYER for any breach of warranty.

8.4 BUYER warrants that he at his own cost will indemnify, hold harmless and defend SELLER from any proceedings or claim arising from BUYER's handling, resale, misuse or modification of the goods.

This indemnity shall not apply to the extent SELLER is liable under mandatory product liability law.

9. RESPONSIBILITY & PRODUCT LIABILITY

9.1 SELLER shall only be liable for damage to goods or personal injury to the extent caused by defects in the goods attributable to SELLER, and subject to the limitations set out in these Terms.

9.2 SELLER shall not be liable for delay unless a fixed delivery date has been expressly agreed in writing.

9.3 In no event shall SELLER's total liability – whether arising in contract, tort or otherwise – exceed the purchase price of the affected delivery, and SELLER shall not be liable for loss of profit, loss of business, indirect or consequential damages.

9.4 Nothing in this Agreement shall exclude or limit liability for fraud, gross negligence, or mandatory product liability which cannot legally be excluded.

10. FORCE MAJEURE

10.1. SELLER may defer the date of delivery or terminate the Agreement or reduce the volume of Goods ordered by BUYER (without liability to BUYER) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of SELLER including, without limitation, acts of God, governmental actions, war or national emergency or defence requirements, riot, civil commotion, fire, explosion, flood, extreme climatic conditions, pests and diseases, epidemic, lockdown, injunction, embargoes, import or export regulations, loss or change in market authorizations, labour, containers, transportation facilities, accident, malfunction of machinery or apparatus, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable raw materials including fuel and power.

10.2 The PARTY being affected by the force majeure shall give prompt notice thereof to the other PARTY **within a reasonable time** after becoming aware of the force majeure.

If such notice is not given within a reasonable time, the PARTY shall not be entitled to plead force majeure.

10.3 Provided that, if the event in question continues for a continuous period in excess of 120 days, BUYER shall be entitled to give notice in writing to SELLER to terminate the Agreement. Force majeure events shall not excuse payment obligations.

10.4 In the event of force majeure, which has been properly notified to the other PARTY neither of the PARTIES is liable for damages to the other PARTY due to loss caused by the force majeure. The PARTY claiming force majeure has the burden of proof.

10.5 In the event of force majeure, SELLER shall have no obligation to purchase goods or transport on the open market to deliver to BUYER and, when SELLER has contemplated a specific source of supply of goods or transportation and BUYER has reason to believe that a specific source was so contemplated by SELLER, whether or not the source was specified in this Agreement, SELLER shall not have any obligation to deliver goods to BUYER from or by any other sources.

10.6 In the event of force majeure, SELLER may, at its choice -a: cancel this Agreement wholly or partly if the hindrance still appears 7 days after the notice of force majeure or -b: delay performance hereunder for any period necessitated by the force majeure in which event this Agreement shall remain in full force and effect. Furthermore, SELLER shall have the right - but not obligation - to allocate its available goods among BUYER and SELLER's other then-existing contract customers on a pro rata basis as SELLER may determine.

11. PACKAGE AND TRANSPORTATION

11.1 SELLER shall suitably pack, mark and ship the goods according to any instructions from BUYER. SELLER shall, prior to dispatch, forward to BUYER an approx. date of transport, subject to carrier availability. SELLER may ship any part of goods when ready (including via part load solutions) and payment shall then become due, unless otherwise agreed in writing. SELLER shall not be responsible for costs or losses for failure to provide documents unless such documents are specifically requested by BUYER, nor shall they be responsible for errors or incorrect declarations in documents, resulting from incorrect information provided by BUYER or BUYER's instructions. If SELLER is to insure goods on carrier policy, coverage will be Marine Insurance subject to SELLER's choice as stated in the invoice, the amount for risks depending on the character of the goods.

11.2 The risk to the Products shall pass to the Buyer in accordance with the agreed delivery term (Incoterms® 2020). If the Buyer, or the Buyer's freight carrier, does not accept delivery of the Product at the agreed time, for a reason unrelated to the Seller, the Seller is relieved of responsibility and the risk shall pass to the Buyer, in so far as the Seller has executed its duties according to the contract. The Seller shall be entitled to charge the Buyer for all documented costs incurred due to such failure to take delivery, including, without limitation, storage costs, handling and labour costs, administration costs, logistics costs, transportation or re-delivery costs, and any costs charged by subcontractors or carriers.

11.3 The Seller, in the name of the Buyer and at the Buyer's expense, shall insure the delivery, if it has been requested, in writing, by the Buyer.

11.4 The delivery term is Incoterms® 2020, if not otherwise agreed.

11.5 Where transport is arranged as part-load/groupage (including LTL or shared transport solutions), any stated delivery date or transit time is indicative only and shall not be considered fixed or guaranteed. Fixed delivery times (including time-slot deliveries, guaranteed delivery on a specific date, or express delivery) shall only apply if explicitly agreed in writing and may be subject to additional costs charged to BUYER.

11.6 SELLER shall not be liable for any loss caused by delay resulting from circumstances outside SELLER's reasonable control, including but not limited to carrier delays, terminal congestion, security controls or screenings, customs procedures, inspections, strikes, weather conditions, and other transport-related disruptions. In such cases, the delivery time shall be extended accordingly.

12. LAW AND ARBITRATION (CISG)

12.1 Any and all disputes or claims arising out of or in connection with this Agreement, including disputes on whether an Agreement has been entered into or not, breach, termination or invalidity of the Agreement, shall be fully and finally settled by arbitration by three arbitrators in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration). Each of the PARTIES shall appoint one arbitrator within 30 days of notice of a claim for arbitration from the other PARTY or from Copenhagen Arbitration. The third arbitrator, who shall be the Chairman of the Arbitral Tribunal and who shall be an attorney or a Judge, shall be elected by the first two arbitrators within 14 days after their appointment, or, in excess of this time limit, by the Institute. The seat of arbitration shall be Copenhagen, Denmark. The language of the arbitration shall be English unless otherwise agreed.

12.2 This Agreement shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG). Matters not governed by the CISG shall be governed by the laws of Denmark.

12.3 Nothing in this clause 12 shall prevent either PARTY from applying to the Danish courts for interim or conservatory measures (including, without limitation, injunctions, attachment or securing evidence). Any such application shall not be deemed incompatible with, or a waiver of, the agreement to arbitrate.

12.4 The PARTIES may, upon written consent, which consent cannot be given before the dispute has arisen, be entitled to deviate from clauses 12.1–12.3 in order that disputes may be settled in other ways, in other fora or according to other legal systems.

13. COMPLIANCE / SANCTIONS

13.1 BUYER shall comply with all applicable export control laws and sanctions regulations, including EU regulations.

13.2 SELLER may suspend or terminate delivery without liability if performance of this Agreement would breach any such export control laws or sanctions regulations.

13.3 BUYER shall upon request provide SELLER with all necessary documentation and information required to ensure compliance with such regulations.

14. NOTICES

14.1 Any message to be given under this Agreement shall be given in writing by means of communication ensuring evidence and date of receipt (e.g. registered mail, courier, facsimile) or email with delivery confirmation or similar evidence of receipt.

15. SEVERABILITY

15.1 If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
