

## STANDARD TERMS OF SALE AND DELIVERY FOR THORSENS CHIPSKARTOFLER A/S

### 1. IN GENERAL

- 1.1 These terms of sale and delivery apply to all quotations, order confirmations and other agreements concerning deliveries from Thorsens Chipskartofler A/S, unless otherwise agreed in writing.
- 1.2 The Buyer shall take out business and product liability insurance.

### 2. QUOTATION/ORDER CONFIRMATION

- 2.1 The Seller's quotation is binding 8 days from the date of quotation, unless otherwise agreed in writing.
- 2.2 Binding agreement concerning order does not exist until Buyer has received Seller's written order confirmation.

### 3. PAYMENT

- 3.1 Unless otherwise agreed in writing, payment is due net 14 days. For late payment, an interest at 2% is charged for every month or part of a month.
- 3.2 If Buyer's payment is not on time (or if the terms for the agreed credit changes significantly), then Seller is entitled to withhold all further deliveries to the Buyer, notwithstanding that the deliveries have no mutual connecting. However, this does not change Buyer's obligation to the Seller.

### 4. TERMINATION AND CHANGES TO ORDERS

- 4.1 After giving an order the Buyer is not entitled to change or terminate it, unless otherwise agreed in writing.

### 5. DELIVERY

- 5.1 The delivery time stated in the order confirmation is only a guideline for the Seller, unless otherwise specifically stated in writing. However, delivery must happen within reasonable time before/after the time stated in the order confirmation.
- 5.2 If a set delivery time has been agreed upon, then the Seller is entitled to an extension of time in the following cases:
- Force Majeure cf. point 8
  - For delays that are caused by Seller's suppliers, carriers or other third parties
  - Unusual weather
  - Public orders or bans which the Seller could not have foreseen when entering into the agreement.
- 5.3 Delivery will take place at the Buyer or at another agreed delivery address, unless otherwise agreed.
- 5.4 Buyer is obligated to check the received goods and supply sufficient manpower for unloading.
- 5.5 If the Buyer does not meet the conditions, as mentioned in point 5.4, then the Seller is entitled, but not obligated, to deliver in full at the place of delivery, no matter if a representative of the Buyer is present.
- 5.6 The risk of loss or damage to the goods is transferred to the Buyer at delivery/unloading. Delivery note or the carrier's operator's report is seen as documentation for delivery.
- 5.7 Expenses for any waiting time in connection with unloading at Buyer's address or another place designated by the Buyer are covered by the Buyer, just as the Buyer covers possible costs resulting from the Buyer's inability to receive the goods at the agreed delivery time.
- 5.8 For collection of goods at the Seller's address or another place designated by the Seller, all risk for the goods is transferred to the Buyer when the goods are in the Buyer's possession. This is the case no matter if Buyer collects the goods himself or if collection is done by the Buyer's representative or a foreign carrier.
- 5.9 Thorsens Chipskartofler A/S is not liable for damages caused by the independent carrier that transports the goods, including damages to buildings at the place of unloading. For damages to the goods themselves point 5.6 applies.

### 6. DELAYS

- 6.1 The Buyer must give prompt notice of the lack of conformity with delivery time as soon as it has been ascertained, or the Buyer loses the right to claims following the non-conformity.
- 6.2 In case of significant delays Buyer is entitled to annul the order. If it is a successive delivery however, Buyer is only entitled to annul the significantly delayed partial delivery.
- 6.3 If Buyer terminates the agreement according to point 6.2, Buyer is entitled to damages from the Seller for the additional costs that have been imposed on the Buyer for acquiring similar goods elsewhere. Damages cannot exceed the invoice value of the delayed delivery.
- 6.4 The Buyer has no right, besides the above-mentioned right in point 6.3, to damages following the Seller's delays. This applies no matter if the Buyer terminates or maintains the purchase. So, the Seller is not liable for any other loss caused by the delay, including loss of profits.
- 6.5 All complaints must be given both via telephone and fax/email to Thorsens Chipskartofler A/S.

### 7. FLAWS/DEFICIENCIES

- 7.1 Visible flaws must be pointed out before unloading.
- 7.2 Furthermore, the Buyer must immediately when receiving the goods and before use, go through the delivered goods in order to ensure that they are flawless, including that the quality is within the acceptable.
- 7.3 Complaints concerning flaws/deficiencies, including non-conformity in quantity, that are or should have been ascertained in such a check, must be stated immediately and absolutely no later than 12 hours after delivery of the goods in order to be satisfied. For other flaws/deficiencies notice must be given immediately after being found by the Buyer.
- 7.4 In case of significant deficiencies the Buyer is entitled to terminate the order. If it is a successive delivery however, Buyer is only entitled to terminate the significantly deficient partial delivery.
- 7.5 If the Buyer terminates the agreement according to point 7.4, Buyer is entitled to damages from the Seller for the additional costs that have been imposed on the Buyer for acquiring similar flawless goods elsewhere. Damages cannot exceed the invoice value of the deficient delivery.
- 7.6 The Buyer has no right, besides the above-mentioned right in point 7.5, to damages following flaws/deficiencies. This applies no matter if the Buyer terminates or maintains the purchase. So, the Seller is not liable for any other loss caused by the flaw/deficiency, including loss of profits.
- 7.7 All complaints must be given both via telephone and fax/email to Thorsens Chipskartofler A/S.

### 8. FORCE MAJEURE

- 8.1 In case delivery is hindered or delayed by circumstances out of the Seller's control, including, but not limited to, labour disputes, operating disturbances, breakdown and shipwreck, war, import restrictions, natural disasters, transport difficulties or other third party failure or the like, the Seller can, exempt from liability, postpone delivery or completely or partly annul the order by choice with notification to the Buyer as soon as possible.

### 9. PRODUCT LIABILITY

- 9.1 The Seller is liable for the products in accordance with Danish law on product liability. To the extent where nothing else follows from mandatory rules the Seller is not responsible for damage to things, or for loss on operations, loss of profits or other indirect loss. Buyer must immediately inform the Seller if a third party claims product liability to the Buyer.
- 9.2 If Seller is sued by a third party for product liability, Buyer accepts being summoned during the proceedings or sued at the court or court of arbitration that is handling the case.
- 9.3 In cases where Seller is liable for product damage, but where the damage can be assigned to mistakes made by the Buyer, the liability is divided between Buyer and Seller in degree of shown guilt.

### 10. DISPUTES

- 10.1 Any dispute concerning the parties' agreement is settled according to Danish law, with the exception that CISG and RUCIP do not apply. The dispute must be settled at the court in Herning, Denmark as court of first instance.