

## 1. SCOPE

- 1.1. These General Terms and Conditions apply exclusively between Granudan ApS, DK25086414 ("Seller") and its customers ("Buyer") regarding all our offers, products, and deliveries ("delivery"), including all future business relations, even if not explicitly and separately stipulated.
- 1.2. These General Terms and Conditions apply to purchases in all Granudan's departments.

## 2. TERMS OF AGREEMENT

- 2.1. The Terms and Conditions will be considered as accepted at order placement or receipt of goods at the latest. Contrary conditions set by our customer shall not be accepted. These will only be applicable with Seller's express written consent.
- 2.2. Any deviation from The Terms and Conditions must be agreed in writing between the parties.

## 3. OFFER, ORDERS, AND ACCEPTANCE

- 3.1. Seller's offer to Buyer is only binding on Seller for 14 days unless another special acceptance deadline is stated in writing.
- 3.2. Offers from Seller must be accepted by Buyer in writing.
- 3.3. If the Seller's confirmation of an order does not correspond to the customer's order, and the customer does not wish to accept the order confirmation, the customer must notify the Seller in writing immediately upon receipt of the order confirmation. Otherwise, the customer is bound by the order confirmation.
- 3.4. Buyer places his order by email to sales@granudan.com. Buyer receives an order confirmation per. e-mail. The order confirmation states which products have been ordered as well as prices and expected delivery date.

## 4. PRICES

- 4.1. If the delivery does not take place in accordance with a new offer from the Seller, but only by order from the Buyer, the order is delivered in accordance with the Seller's current price lists.
- 4.2. All prices quoted are excl. VAT and freight charges.
- 4.3. The Seller reserves the right to change prices without further notice in the event of increased costs of freight, customs duties, taxes, exchange rates or similar matters beyond the Seller's influence. It is the Buyer's responsibility to obtain information on applicable prices.

## 5. INVOICING AND PAYMENT

- 5.1. Payment for goods must be made no later than the date stated on the invoice as the last timely payment date in accordance with the Seller's current payment terms for the Buyer.
- 5.2. Buyer is not entitled to set off against the invoice with any claims against Seller, which are not recognized in writing by Seller, and Buyer is not entitled to withhold any part of the payment amount due to set offs of any kind.
- 5.3. Payment must be made in the payment method always specified on the invoice.

## 6. MISSING OR LATE PAYMENTS

- 6.1. If the purchase price is not paid on time, default interest of 1.5% per. commenced month of the outstanding debt at any time from the due date.
- 6.2. Payment of default interest does not prevent the Seller from claiming compensation for the additional loss that the Buyer's breach of the payment obligation may entail.
- 6.3. In the event of non-payment beyond 14 days after the due date, the Seller is entitled to cancel the transaction, demand advance payment for products not yet delivered, or withhold new deliveries until payment for overdue invoices has been received.
- 6.4. The Buyer is obliged to make any payment to the Seller, as if the delivery had taken place at the agreed time, if the delivery has been postponed due to the Buyer's circumstances.

## 7. DELIVERY

- 7.1. Unless otherwise stated in the order confirmation, all products are delivered Ex Works (EXW) from the Seller's address, and the products are considered delivered when they are ready for collection at the Seller, regardless of whether the Seller by a third party, in accordance with a separate agreement with the Buyer, brings products to Buyer.

- 7.2. Delivery is at the Buyer's own expense and risk unless otherwise agreed in writing with the Seller.
- 7.3. The delivery time is determined by the Seller at best estimate in accordance with the conditions that exist at the time the offer is made / the agreement is entered. It is the Buyer's responsibility to calculate any deviations in the expected transportation time.

## 8. DELAYS

- 8.1. Unless otherwise expressly agreed, a postponement of the delivery date by 14 working days is considered timely delivery, and the Buyer may not for that reason require anything of the Seller.
- 8.2. If the delay in delivery is due to the Seller being in a situation as specified in point 12.3 the delivery time is postponed by the time the obstacle lasts. However, both parties must have the right to cancel the agreement when the impediment has lasted more than 1 month. This provision applies regardless of whether the reason for the delay occurs before or after the expiry of the agreed delivery date. The Seller must inform the Buyer as soon as possible if such circumstances arise.
- 8.3. Seller cannot be held accountable for consequences due to late delivery.

## 9. DEFECTS, MISSING PARTS, AND INSTRUCTIONS FOR USE

- 9.1. The Buyer must immediately upon delivery, and no later than 7 days from receipt of the goods, make an examination of quantities and the nature of the product. If there are defects in a delivery, the Buyer must, immediately after the defect is or should have been discovered, give the Seller written notice thereof and state what the defect consists of. If the Buyer does not complain as stated, the Buyer cannot later claim the defect.
- 9.2. In the event of defects, the Buyer may demand repair or replacement at the Seller's choice within a reasonable time. If this does not happen, the Buyer is entitled to terminate the agreement, demand a reduction in the purchase price or demand compensation.
- 9.3. The Seller is not responsible for defects in the delivered goods that have arisen after the transfer to a foreign carrier if the Buyer himself has contracted with a foreign carrier.
- 9.4. In the event of a defect in the product, the Buyer must appeal the defect to the Seller within 2 months after the delivery date. Buyer cannot later claim the defect.
- 9.5. Modification of or interference with the sold without the Seller's written consent releases the Seller from any obligation.
- 9.6. Buyer must carefully familiarize himself with Seller's and its subcontractor's given product, storage, and use instructions before use and is obliged to follow these carefully. If the Buyer has the slightest doubt about the correct use, the Buyer must contact the Seller's technical department. When using a purchased product, the Buyer must decide for himself whether the product is suitable for the intended task. Seller is not accountable for damages caused by a delivered product if the product is not used in full compliance with Seller's regulations.
- 9.7. Buyer is responsible for ensuring that the products sold comply with and are used in accordance with the applicable environmental rules and other public laws at all times, and Seller is not responsible for whether the delivered products and instructions for use contain a correct or adequate description of these rules as to a large extent depends on the specific use that the Buyer makes of the product.
- 9.8. Seller is not responsible for defects in the delivered product due to defects or negligence on Seller's subcontractors. In these cases, the Seller only compensates to the same extent as the Seller's subcontractors.
- 9.9. Seller is not liable for Buyer's indirect losses, including operating losses, lost profits, or indirect losses in connection with the agreement, including other financial consequential losses that may arise because of delay, defects in the sold, or inadequate advice.
- 9.10. These limitations of Seller's liability do not apply in situations where Seller has been guilty of negligence.

## 10. PRODUCT RETURN

- 10.1. Return of goods can only take place after acceptance and agreement with the Seller.
- 10.2. In cases where the Buyer is entitled to cancel the transaction, or if the sold item is returned to the Seller for the purpose of exchange or remedy of defects, the sold item must be sent to the Seller in clean and unbroken packaging and at the Buyer's risk, while the Seller pays normal expenses for usual freight.
- 10.3. Procured goods and discontinued goods cannot be returned.

- 10.4. Expired products cannot be returned.
- 10.5. In the cases where the goods have not been found in current condition at the Seller's receipt, the Buyer will be invoiced for costs in connection with shipping and destruction of the damaged or incorrect goods.

**11. PROCEDURE FOR PERSONAL DATA**

- 11.1. When the Buyer sends an order to the Seller, name, e-mail, telephone number, address etc. are stored in the Seller's system. This information is stored so that the Buyer can receive his goods. In addition, the Seller will be able to access previous orders and thus give the Buyer the best possible support in the future.
- 11.2. Only employees at Granudan have access to Buyer's information and no data will be passed on to third parties except for shipping companies in connection with shipments.

**12. FORCE MAJEURE**

- 12.1. If the delivery of an item is prevented due to force majeure, the Seller cannot be held accountable.
- 12.2. Seller reserves the right to cancel all or part of agreements or postpone the agreed delivery date due to force majeure.
- 12.3. Force majeure includes labor disputes, war, roadblocks, political unrest, fire, explosion, natural disasters, import or export bans, shortages of goods, lack of means of transport, shortages, or delays in deliveries from subcontractors or other circumstances beyond Seller's control.