Scagro A/S Sales and Delivery Terms & Conditions

1. Validity

The sales and delivery conditions apply to all offers, sales and deliveries, unless otherwise agreed in writing. In the event of any inconsistency with the buyer's general terms and conditions, the seller's terms and conditions of sale and delivery take precedence. For agency orders, the agency's terms and conditions of sale and delivery will apply. An agreement is only concluded when the seller Scagro A/S sends an order confirmation or when Scagro A/S executes the order.

2. Offer and Acceptance

An agreement is only concluded when Scagro A/S sends an order confirmation or when Scagro A/S executes the order. The buyer's possible objections to the content of the order confirmation must be submitted in writing and reach Scagro A/S no later than 2 business days after receipt of the order confirmation.

3. Payment and Ownership

Payment must be received by Scagro A/S no later than the payment date specified on the invoice. The buyer is not entitled to set off claims against Scagro A/S against the purchase price, unless acknowledged in writing by Scagro A/S, just as the buyer is not entitled to withhold any part of the purchase price. If payment is made after the due date, interest is charged in accordance with the Danish Interest Act at the current rate of 2.5% per month. Reminder letters will be subject to the current reminder fee of DKK 300, in accordance with applicable debt collection procedures. Scagro A/S retains title to any delivery until full payment has been made.

All deliveries are for the buyer's own use. The buyer is not entitled to transfer its rights and/or obligations, with respect to the order placed and under these Terms & Condition, to a third party.

4. Prices

Prices are exclusive of VAT, fees and other taxes applicable at any time, over which Scagro A/S has no influence, and the buyer accepts price fluctuations as a result of changes in customs, taxes, duties and the like in the period between the offer and payment date. The price may be stated in a currency other than Danish kroner and the price will always refers to the krone/exchange rate at the time of the offer.

If Scagro A/S's order confirmation does not match the buyer's order, the buyer must notify Scagro A/S no later than 2 business days after receiving the order confirmation. Otherwise, the buyer will be bound by the contents of the order confirmation.

Subsequent changes in the buyer's production conditions do not exempt the buyer from purchasing the agreed quantity, as the quantity purchased may however differ +/- 5% at the buyer's choice. When selling a "fixed quantity for a period", this must be expressly stated in the order confirmation/agreement. In this case, the agreed quantity must be purchased successively evenly distributed over the agreed period according to the stipulated conditions and the agreed price. The agreed quantity is max. amount and a possible larger consumption, purchased at the current daily price.

If a quantity that proportionally corresponds to the agreed quantity is not successively purchased, Scagro A/S is entitled to reduce the remaining quantity proportionally on the basis of the quantity already purchased.

At the end of the agreement period or if the purchase ceases earlier, Scagro A/S is entitled to choose between either considering any remaining quantity as canceled or having the remaining quantity invoiced in advance at the agreed price or making a differential settlement for the remaining quantity (difference settlement is based on the difference between the agreed price and the current daily price at the end of the agreement period). For pre-invoiced quantities, storage rent is paid according to applicable rates, information about which can be requested from Scagro A/S.

5. Indications and information

Product information is provided on the basis of the latest information received from Scagro A/S's suppliers. Statements in product specifications regarding analysis values, percentage content or mixing ratios in products are to be regarded as typical or average values, unless otherwise stated. In the case of remainders from a main batch, Scagro A/S cannot guarantee the original

specifications, unless the buyer separately orders post-analysis, or the nature of the goods has resulted in the seller's completion of post-analysis. Scagro A/S reserves the right to make changes in agreed specifications if this can be done without disadvantage for the buyer.

6. Packaging

Shipping takes place in standard packaging which cannot be returned unless otherwise agreed in writing. Special packaging is at the buyer's expense, unless it is expressly stated that this is included in the price.

7. Delivery

Delivery takes place as specifically agreed with the buyer, and the risk for the products passes to the buyer upon delivery. Unless specifically agreed with the buyer, delivery will take place EX WORKS (EXW) seller's warehouse. Delivery clauses are interpreted according to the latest version of INCOTERMS(R). Freight rates are free-floating and adjusted continuously. For orders which, in the seller's opinion, are of limited value, the seller reserves the right to add a processing fee according to the current rate. Goods are unloaded at the ramp or tank according to the recipient's instructions. The recipient is responsible for that all conditions at the designated unloading location are legal, compliant and proper.

If there is a waiting time beyond the normal unloading time at the destination, the waiting time is calculated from the 15th minute (tariff is currently DKK 18 per minute).

If delivery takes place at a tank, the buyer is obliged to make his own draining hose available. The delivery time is given according to best estimate. The seller is entitled, without liability, to extend the agreed delivery time, if necessary, by up to 5 business days calculated from the end of the fixed delivery time, provided that the seller notifies the buyer of the extension before this time. In the case of deliveries that do not pass through the seller's warehouse, the seller does not carry out the usual receiving inspection on the lot. Goods that are delivered as samples are not covered by the above.

Regardless of the agreement on delivery, a processing fee of DKK 150 shall be paid for deliveries of less than DKK 1,500.

8. Specifically purchased goods

If a collaboration with the buyer ends, the buyer is obliged to purchase all raw goods/materials/packaging/finished goods purchased specifically for the buyer - in accordance with concluded framework agreements/order confirmation/agreement - at cost price with the addition of administration fee, storage and shipping costs. This provision does not limit Scagro A/S's right to claim compensation in the event of the buyer's default or breach of agreement.

9. Goods manufactured to buyer's specification and bulk deliveries

When ordering a product that is manufactured to the buyer's specifications or delivered in bulk (tank etc.), Scagro A/S reserves the right to deliver the agreed quantity +/- 10%. If the buyer's reception facilities cannot accommodate the order quantity placed, Scagro A/S reserves the right to invoice the buyer for the costs that may be incurred as a result of the remainder of the delivery having to be returned to the seller's storage facilities. Scagro A/S reserves the right to invoice the entire amount of the order placed, then as soon as possible thereafter, to set-off the remainder of the delivery, minus any accrued costs, on a credit note.

10. Return

Sold goods can only be returned after prior written agreement and forwarded to the seller in original unbroken packaging and at the buyer's expense and risk. To the extent that shipping and handling costs etc. are incurred by the seller, the seller is entitled to claim reimbursement from the buyer and set off such costs against the buyer's possible claims against the seller. After completed processing or in case of exchange, the buyer is obliged, at his own expense and risk, to collect the processed or exchanged lot from the seller.

11. Investigation duty and complaint deadlines

The buyer undertakes to check the delivery immediately upon receipt and to notify the seller in writing if the delivered products are defective or damaged. In the event of errors, defects and damage that have occurred in connection with the transport, and which are immediately detected upon delivery, the buyer is obliged to notify the carrier in question and to ensure that the driver notes and acknowledges the visible errors and defects on the waybill . The buyer forfeits all rights to remedies in the event of delay, defect or damage if a written complaint is not received by the seller no later than 2 business days after receipt in the case of a visible defect and in the case of a hidden defect or delay, no later than 2 business days after the time when the buyer became or should have become aware of the defect or delay. In the event of transport damage, the buyer loses all rights if the damage is not clearly indicated on the shipping documents.

12. Delay and defects

In the case of actual defects, product damage and delays, the seller is only liable for damages if it is proven that the defect, damage or delay is due to error or negligence of the seller. If the delivered products are defective, the seller can, at the discretion of the seller, remedy or give a proportional refund. A compensation claim against the seller cannot exceed the invoice amount for the product sold. Scagro A/S is not obliged to deliver or pay compensation to the buyer if delivery is prevented or made disproportionately difficult or costly due to unforeseen obstacles that occur after the conclusion of the agreement, such as natural events, , war, blockade, rebellion, conflicts on the labor market, lack of suitable transport options, energy crisis, machine damage, fire, epidemics, government intervention, including refusal of export and import licenses and the introduction of deposit schemes, as well as deficiencies by or delays from sub-suppliers, which are due to any of the circumstances mentioned in this point. It is the seller's responsibility to notify the buyer in writing without undue delay if these circumstances occur. Scagro A/S is under no circumstances liable for losses and costs, including operating loss, loss of profit or other indirect loss the buyer may suffer in the event of delayed or defective delivery, unless the seller has acted with gross negligence or wilful misconduct.

The seller is not responsible for the buyer's possible incorrect storage of the product, the buyer's possibly incorrect or non-existent regulatory treatment or use of the product, or the consequences of the buyer's use of the product in a trial or other context.

The buyer is expected to examine the product immediately upon delivery and make a complaint within 2 business days in the event of errors and defects.

13. Product liability and indemnification

For product liability, the rules applicable at all times in Danish law shall apply, although the seller's liability is limited as specified below. The seller is not responsible for damage to real estate or movable property that occurs while the sold item is in the buyer's possession. The seller is also not responsible for damage to products manufactured by the buyer or to products in which these are included, or for consequential damages in connection with this. To the extent that nothing else follows from non-derogable legal rules, the seller is not responsible for repatriation and disposal costs, operating loss, loss of profit or other indirect loss. The seller's product liability does not include deliveries of product samples for testing or trials, etc. The seller is only liable for personal injury or damage to consumer property if it is proven that the damage is due to fault or negligence committed by the seller or others for whom the seller may be liable.

Evidence of deficiencies or defects can only be provided by joint sampling of packaged and unbroken goods.

Scagro A/S is not liable for damages or losses arising from advice provided by Scagro A/S that does not have a direct factual and temporal connection with the sale of products to the buyer.

To the extent that Scagro A/S may be held liable for damages towards a third party, the buyer is obliged to indemnify Scagro A/S for such damage or loss for which Scagro A/S is not liable for damages according to the above. If a third party makes a claim against Scagro A/S or the buyer for liability in accordance with this provision, the relevant party must immediately notify the other party.

14. Force majeure

In the event of force majeure, the seller is entitled, without liability, to cancel the sale in question or postpone delivery as long as force majeure exists. Force majeure exists, among other things, if the seller or its subcontractor and/or carrier is prevented from fulfilling the agreement as a result of war, civil war, rebellion, terror, public restrictions, import or export bans, blockade, strike, stoppage of work, natural disasters, including, but not limited to, earthquake, storm surge, extensive flood, land/water spout and volcanic eruption, or the like, which should not have been foreseen by the seller at the time of the conclusion of the agreement.

15. Transfer of rights and obligations

The seller is entitled to transfer all rights and obligations pursuant to agreements entered into with the buyer to third parties.

16. Venue

The agreement between seller (Scagro A/S) and buyer, including the interpretation and completion of these Sales and Delivery Terms & Conditions, is subject to Danish law. Any dispute between the seller and the buyer shall be settled by the Danish courts, and the case must be brought in the first instance to the Maritime and Commercial Court in Copenhagen, unless it does not have jurisdiction, in which case the Court of Esbjerg shall have jurisdiction.