

## DanGødning A/S General Terms and Conditions for sale and delivery

### **1. Application and Agreement Conclusion**

The following general sales conditions apply to all offers, agreements, orders/order confirmations, sales, and deliveries from DanGødning A/S to the extent that the conditions are not deviated from by another written agreement. An agreement between DanGødning and the buyer is considered concluded upon the first of the following events:

- DanGødning's sending of confirmation of an order placed by the buyer
- Confirmation of a contract between DanGødning and the buyer
- DanGødning's fulfillment of an order placed by the buyer

DanGødning is not liable for any damage or loss of any kind arising from advice.

### **2. Agreement Period, Transaction Execution, etc.**

#### **Sales**

The order confirmation/contract must specify:

- Period (term)
- Price
- Product
- Quantity
- Acceptance, Incoterm, etc.
- Any other conditions

#### **Contract Quantities**

Unless a specific detailed delivery plan is agreed upon, the goods are delivered within the agreed period at the buyer's choice. In the event of an agreement on a specific detailed delivery plan, the buyer's deviation from this will be considered a material breach and grounds for termination. Alternatively, DanGødning is entitled to continuously adjust the contract quantity in relation to the lack of acceptance. If less than the agreed quantity is accepted by the end of the agreement period, DanGødning is entitled, at its own discretion, to:

- Consider the remaining quantity as canceled
- Pre-invoice the remaining quantity at an agreed price

- Perform a differential settlement for the remaining quantity, so the buyer is invoiced for the difference between the agreed price and the current daily price at the end of the agreement period/cessation of acceptance
- Extend the contract period

Unless otherwise agreed, no storage fee is charged for quantities stored at DanGødning during the agreed contract period/term. In the event of uncollected remaining quantity at the end of the agreement, storage fees are calculated according to applicable rates.

Storage fees are paid in advance on a monthly basis. Subsequent changes in the buyer's production or ownership conditions do not exempt the buyer from accepting the agreed quantity. Unless otherwise stated, all prices are quoted in Danish kroner excluding VAT, duties, and taxes, including energy taxes, NOX, and CO2 taxes.

The price is noted per unit or per 100 kg, unless otherwise agreed in writing. Information on price lists is only binding to the extent that the contract explicitly refers to them. All price lists are stated excluding VAT. Reservations are made for any printing errors.

### **3. Delivery**

DanGødning's general delivery terms for bulk liquid fertilizer by tanker truck are FCA.

In the event of an agreement on delivery, delivery takes place at the location specified by the recipient or as close to a drivable road as possible. The delivery time is when the goods have arrived at the delivery address and are available to the buyer/recipient.

DanGødning strives to make deliveries within the indicated delivery times. However, the indicated and generally stated delivery times are only indicative. If an agreement has been made for delivery at a specific time, a delay in delivery does not entitle the buyer to cancel (nor terminate) the delivery in question until the buyer has given written notice to DanGødning, setting a reasonable deadline for delivery and stating that the buyer intends to cancel the delivery in question if delivery does not occur within this set deadline.

If delivery has not occurred within the buyer's set deadline, the buyer is then entitled, by written notice to DanGødning, to cancel the delivery in question. The buyer cannot make other claims, including claims for compensation, in the event of a delay. A delay in one delivery does not entitle the buyer to cancel/terminate either previous or subsequent deliveries. If the delay in delivery is due to the buyer's circumstances, the delivery time is extended to the extent deemed reasonable under the circumstances.

### **4. Ownership**

Notwithstanding that delivery has taken place, DanGødning reserves ownership of the delivered goods until payment has been made.

### **5. Content**

The goods are delivered according to the agreed specifications in accordance with applicable legislation in the fertilizer area. If specifications change during the agreement period due to changed legislation, DanGødning reserves the right to make necessary changes to the specification after prior notification to the buyer. In such a case, the price will be adjusted proportionally.

## **6. Quality, Receiving Inspection, Complaints, and Defects**

The buyer must immediately after delivery, and always before use, check the contents of the delivery note, that the ordered quantity/item has been delivered, and that the delivery, including quality, is in accordance with the agreement. If this is not the case, the buyer is obliged to immediately give written notice to DanGødning. If the buyer does not object within 8 days of delivery, no later complaints about defects in the delivery can be made. It is the buyer's responsibility from the time of delivery to store goods in a way that does not degrade the quality of the goods. It is important to pay attention to DanGødning's guidance here.

For example, on the website [www.dangodning.dk](http://www.dangodning.dk), especially regarding frost and the presence of any impurities in the customer's storage tank. For horticultural and gardening products, special attention is drawn to the product's exposure to sunlight. If the customer mixes the received product with other products that have not been previously approved by DanGødning, e.g., via DG-Optimize, no complaints can be made to DanGødning.

## **7. Liability for Defects**

DanGødning may, at its own discretion, remedy any defects by subsequent delivery/replacement within a reasonable time or by granting the buyer a proportional reduction in the purchase price. The buyer is not entitled to further remedies for defects if DanGødning remedies the defects by subsequent delivery/replacement or grants the buyer a proportional reduction. If DanGødning does not remedy or make subsequent delivery/replacement within a reasonable time, the buyer may cancel the part of the delivery that is defective. Defects in one delivery do not entitle the buyer to cancel/terminate the entire agreement. The buyer cannot use other remedies for defects.

## **8. Payment/Interest Calculation**

DanGødning's payment terms are specified in the concluded agreement. In the event of late payment, a reminder fee and a compensation amount may be charged, and interest may also be calculated. Interest calculation is done according to the interest rates set by DanGødning at any given time. The current interest rate is 12.5% per annum and is accrued monthly. Changes in the interest rate will be informed by updating these terms and conditions and by indicating the interest rate on account statements. Information about reminder fees and compensation amounts can be obtained by contacting DanGødning. Payments cover accrued interest first. DanGødning is entitled at any time to conduct a credit assessment of the buyer. If the buyer's circumstances at the time of a credit assessment lead to this, or if other circumstances of significance for DanGødning's assessment of the buyer's ability to pay have arisen, DanGødning is entitled to require cash payment upon delivery for future deliveries, including for deliveries under already concluded contracts.

## 9. Set-off

DanGødning is entitled to set off claims against any receivables from DanGødning. Any set-off will be made without prior notice. For further information on set-off, please contact DanGødning. The buyer is not entitled to set off any claims against DanGødning unless the set-off is acknowledged in writing by DanGødning, nor does the buyer have the right to withhold any part of the purchase price due to counterclaims of any kind.

## 10. Liability for Damages

The following regarding DanGødning's liability for damages applies subject to what otherwise follows from these terms and conditions. DanGødning is only liable for damage or loss due to defects in delivered products and product damage caused by a defect in delivered products if the damage or loss is due to culpable errors or omissions on DanGødning's part. If a delivered product causes personal injury due to a defect in the product, DanGødning is only liable to the extent that this follows from mandatory legal rules. It is a condition for DanGødning's liability that the buyer has strictly followed DanGødning's instructions. DanGødning is not liable for any damage or loss of any kind arising from advice provided by DanGødning as well as market orientations or assessments published by DanGødning. DanGødning's liability for damages in relation to each individual case (damage/delivery) cannot exceed DKK 100,000 - both in relation to product liability and any defect liability.

To the extent that DanGødning may be held liable to third parties, including product liability due to goods delivered to the buyer, the buyer is obliged to indemnify DanGødning for such damage or loss for which DanGødning is not liable under these terms and conditions. If a third party makes a claim against DanGødning or the buyer for liability for damages under this provision, the party concerned must immediately notify the other party in writing. The buyer is also obliged to be co-defendant in the court or arbitration tribunal that handles claims made against DanGødning based on product liability damage.

Regardless of whether DanGødning may be held liable to the buyer or third parties under the rules on product liability or due to delayed or defective delivery, DanGødning is not liable in any form for indirect losses, including loss of production, loss of profit, loss of goodwill, lost earnings, and losses arising from the buyer's failure to fulfill its contractual obligations to third parties. DanGødning is also not liable for expenses and losses associated with (neither the buyer's nor subsequent resale customers') recall/withdrawal of a product sold by the buyer, including where the buyer's product is manufactured using deliveries from DanGødning. The above limitations of liability do not apply if they are contrary to mandatory legislation, or if DanGødning has caused the damage or loss intentionally or through gross negligence.

## 11. Other Conditions

### **Force Majeure**

In the event of force majeure or other causes beyond DanGødning's control, including government intervention or intervention by local authorities, public regulations, seizure, (local) strikes, blockades and/or lockouts, slowdown, export or import bans, natural disasters or (local) adverse weather conditions, outbreaks of

infectious diseases/epidemics/pandemics among animals and/or humans, shortages of goods, fire, (local) machinery breakdowns, (local) lack of means of transport, labor, raw materials or energy, war, riots, terrorism, disturbances, and delays from DanGødning's suppliers, DanGødning reserves the right to suspend the fulfillment of the order as long as the relevant circumstances wholly or partially limit DanGødning's ability to deliver compared to the time of the order's conclusion, or to cancel the order in whole or in part, without this giving rise to claims for compensation or other forms of compensation to the buyer.

**Prohibition on Transfer of Rights and Obligations** The buyer is not entitled to transfer their rights and obligations under the given order and the agreed terms to third parties.

## **12. Disputes**

Unless otherwise specifically provided by these terms and conditions, all disputes shall be settled in accordance with Danish law, regardless of international private law rules and choice of law rules that may lead to the application of another country's law. Any dispute that may arise between DanGødning and the buyer related to offers, agreements, orders/order confirmations, sales, and deliveries in connection with purchases from DanGødning, including but not limited to disputes regarding existence, validity, interpretation and fulfillment, completion, compliance, compensation, etc., shall be settled by the Copenhagen City Court, although the parties shall request the case to be referred to the Maritime and Commercial Court in Copenhagen if the circumstances indicate that the case can be heard by the Maritime and Commercial Court.

**The terms are also available on DanGødning's website**

Fredericia, d. 17 March 2025.