

1. Validity

Unless otherwise expressly agreed in writing, these general terms and conditions of sale and supply relating to the sale of goods. "The applied conditions " to all offers, orders, sales and supplies of goods or services by the seller (as defined below).

"The Seller" refers to MB Food A/S or other affiliated companies in the MB Food group. Including also, any associate subsidiaries thereof, wholly or partly directly or indirectly owned or controlled. These Terms and Conditions can be found on our website, or as an appendix attached to Seller's trading agreements or as a link on Seller's invoices

These conditions replace all previous conditions or agreements and constitutes with offers, orders or supplies, as an essential part of the contract. Changes or additions to the agreement are only valid with written consent between the parties.

2. Contact information

If the customer changes contact details or CVR number, the person concerned is obliged to inform us so that we always have correct information and data in our system. The data is used in important situations, e.g., in case of a recall or return of the purchased goods. Changing the CVR number may lead to a requirement for a renewed trading agreement.

The customer must have a valid CVR number to become a customer of MB Food A/S. The CVR number must have a P-unit associated with a food-related industry code.

3. Price and charges

3.1. Prices and currency are as indicated in the invoice, unless otherwise expressly agreed in writing.

3.2 All prices shall be exclusive of VAT, fees, customs and other charges. Including but not limited to sales, use, excise duties, VAT charges or other similar taxes or any kind of charges that imposed by any governmental authority.

3.3 The Seller shall be entitled to revise the prices for goods and services to possible changes in currency exchange rates, duty, and taxes changes. Including other payable expenses to transport, terminal or port authorities, price changes at the manufacturer, changing market conditions, unavailable goods and product failures, to the extent that such additional costs can be attributed to the relevant supply until dispatch date.

4. Terms of payment

4.1. Payment must be made according to the invoice and net cash on delivery.

4.2. Credit-approved customers can be offered 7 days credit, net cash.

4.3. If delivery is postponed due to circumstances which the customer is responsible for (creditor default), the customer – (unless otherwise agreed in writing) is obliged to pay according to the invoice, exactly as the delivery was done on the agreed delivery time.

4.4. If payment is done after the due date, the Seller is entitled to calculate interest on the remaining debt from the due date with 2% per started month. Payment of interest does not prevent the Seller to charging compensation for the additional loss that the customer's default in payment may cause.

4.5. The customer is not entitled to withhold parts of the purchase price or to set off any counterclaim against the Seller, unless otherwise agreed in writing by the seller. Any orders that are not delivered to the customer due to nonpayment are withheld at the customer's expense and risk until payment has been done.

5.reservation of title

5.1. The Seller shall remain the property in the case of the limitations from inalienable legal rules, title to the goods shall not pass to the customer until the entire of the purchase price for the goods together with all other costs and expenses has been paid in full to the Seller or to the person whom he has conveyed his right to. Any expenses are collected by the customer to the extent that it cannot be collected from a third party.

5.2. In the case of reshaping, changing or processing of the goods, which does not cause loss to their characteristics or identity, therefore, the retention of title is preserved. It includes the reshaped, changed or processed goods to an extent corresponding to the sold goods value at the date of sale.

5.3 The customer is obliged to keep the sold goods insured and always separated so that the goods can be identified as being the property of the seller.

6. Delivery, delivery date

6.1. Unless otherwise agreed in writing between the parties, delivery takes place as mentioned in the order, that is the date on which the Seller has informed the customer that the Goods are ready for delivery. The risk of loss of or damage to the goods passes to the customer in accordance with the delivery date.

6.2 Delivery to the customer takes place at the customer's risk and expense, unless otherwise agreed in writing.

6.3 Delivery time is determined by the Seller and at its best discretion in accordance with the conditions that exist when the offer is made at the conclusion of the agreement. Unless otherwise agreed in writing between the parties, delaying of the delivery time by up to 14 calendar days due to the Seller's circumstances is considered timely delivery in all respects, so that the customer cannot for that reason exercise any default powers on the Seller.

6.4 If the delivery delay is due to the Seller being in a situation as specified in section 6. 3, the delivery time is postponed for the time that the obstacle lasts. However, both parties are entitled to cancel the agreement without liability, when the obstruction has lasted for more than 12 weeks. The delivery time is extended by a period that corresponds to the interruption period, caused by a Force Majeure event. If delivery is prevented for more than 12 weeks, the Seller is entitled to cancel the contract without liability.

6.5 In the above situations, without undue delay the Seller must notify the customer of any changes to the delivery date.

6.6 If the customer fails to receive the goods, or if the customer does not provide a delivery address in time, the Seller can choose to postpone the delivery date and store the purchased goods at the customer's expense and risk. The seller can also choose to cancel the order or part thereof. The customer is not entitled to compensation in this case.

7. Product information

7.1 The Seller retains access to and all rights over the documents, images or other media made available to the customer, which thus remain the property of the Seller. Such documents or other media may only be used by the customer or published, reproduced, copied or transferred to third parties with the written consent from the Seller. Specifications, images etc., which are provided by the Seller before or after the conclusion of the agreement, remain as the property of the Seller and may neither be passed on without written agreement nor misused in any other way.

7.2 the Seller retains access, all rights and interest in all global intellectual property rights and intellectual property rights which are contained in the goods, including but not limited to, all copyrights, patent rights, trade secrets, logos and trademarks. Thus, the customer acknowledges that he/she has no rights regarding any of the preceding without the express written consent from the Seller. All the Seller's intellectual property rights including but not limited to, e.g. names, trademarks and logos, remain the property of the Seller and are the exclusive property of the Seller. The customer is not permitted to use the Seller's rights without prior written consent.

8. Product Changes

8.1 The Seller reserves the right to make any changes to agreed specifications without warning if this can be done without disadvantage for the customer.

9. Defects and complaints

9.1. The seller guarantees that the purchased goods at the time of delivery in all essential respects, correspond to the applicable specifications to such Goods. The warranty does not cover damage caused by incorrect use, negligent handling, lack of reasonable maintenance and care, accident or misuse by the customer or the customer's representative.

9.2 Upon delivery, the customer must immediately carry out an examination of the sold items. The examination includes counting the delivered quantity before accepting or signing the waybill/ delivery note document. The customer is considered to have approved the delivered Goods, unless the Seller has received written notice with the reasons for the complaint within:

- 1) 24 hours for refrigerated products.
- 2) 48 hours for frozen products.
- 3) 3 calendar days for all other Goods.

If the customer has discovered or should have discovered a defect and not complained about as stated, the deficiency cannot be claimed later. Any hidden flaws and defects must be reported to the Seller immediately after the customer has or should have discovered such hidden defects. It is a prerequisite that complaint undertake within the prescribed shelf life of the goods.

9.3 The seller has the right, but not the obligation to investigate claimed defects. Any expenses in connection hereby borne by the Seller.

9.4 For Goods delivered with the above guarantee, the Seller does not provide any other form of guarantee – neither expressly nor by implication – and the above warranty constitutes the Seller's sole obligation towards the customer in case of the non-conformity of the delivered Goods with the agreement. Particularly, no guarantee is given for the goods' merchantability or their suitability for a particular purpose.

9.5 As far as goods that do not conform to the warranty, the Seller's liability is limited to (i) offering a replacement; on the condition that the Goods are returned to the Seller together with acceptable proof of purchase within 14 calendar days after the defect is discovered or should have been discovered, or (ii) offer a price reduction, whereupon the deficiency is considered remedied.

10. Limitation of liability

10.1 Each party is responsible for its own actions and exceptions under applicable law with the limitations that follows from the basis of the agreement. However, under no circumstances can the Seller be held liable for more than the direct loss that the customer may suffer. The seller's total liability will always be limited to the proven damage and can never exceed the invoice amount for the sold items.

10.2 The seller shall not be liable for consequential damages or indirect losses, including, for example, operating loss, loss of profit or other losses that may arise as a result of delay in delivery or defects in the item, unless it is caused intentionally or grossly negligently.

10.3 The following circumstances lead to non-liability if it prevents the fulfillment of the agreement or make fulfillment unreasonably burdensome: Labor dispute and any other circumstance beyond the control of the parties, such as fire, war, mobilization or unforeseen military conscription of similar magnitude, requisition, seizure, currency restrictions, riots and disturbances, lack of transportation, general scarcity of goods, restrictions of motive power and shortages of or delay of deliveries from subcontractors due to any of the circumstances that mentioned in this point.

Circumstances, as mentioned that occurred prior to the conclusion of the agreement, entails only non-liability if their influence on the fulfillment of the agreement could not be foreseen at this time.

10.4 If the Seller invokes Force Majeure, the Seller is obliged to notify the customer in writing without undue delay. The seller is also obliged to endeavor to continue fulfilling his obligations under the agreement if it is practically possible and in accordance with good operating practice. To the extent that the Seller is affected by delays as a result of Force Majeure circumstance, the Seller has the right to an extension of the execution time. The execution time is extended by a period corresponding to the interruption period caused by a Force Majeure event. If fulfillment of the agreement or parts thereof is prevented for more than 12 weeks, the Seller has the right to cancel or suspend the contract without any liability.

11. Return Policy

11.1. For food safety reasons, we do not take back fresh fish, fresh meat, refrigerated goods, frozen goods and fruit & vegetables. Other sold goods can only be returned with the prior written consent from the Seller. In case of complaints, Customer Service must be contacted.

11.2. Where the customer is entitled to raise the deal, or if the sold item is returned to the Seller for the purpose of exchange or deficiency remedy, the sold item must be forwarded to the Seller in original packaging and at the customer's expense and risk. To the extent that the Seller incurs shipping costs, etc., the Seller is entitled to claim these reimbursed by the customer, and set them off into customer's possible claims against the Seller

12. Product liability

12.1 The customer must compensate the Seller to the extent that the Seller is liable to any third party for damage or loss, for which the Seller was not bound over to the customer according to contract's section 12.2 and 12.3.

12.2 The Seller is not responsible for any damage to real estate or property that occurs while the Goods are in the customer's possession. Furthermore, the Seller is not liable for product damage caused by the customer or for damage to products where the customer's products figure as part hereof.

12.3 The seller is under no circumstances liable for indirect losses such as loss of business, loss of profits or loss of anticipated profits as a result of or in connection with the contract or any transaction between the Seller and the customer, business interruption costs, loss of goodwill or other financial consequential damages. If a third party raises claims against either party to this Contract, both parties shall immediately notify the other party.

12.4 Product liability is limited to DKK 10 million.

13. Transfer of rights and duties

13.1 The seller is entitled to transfer all rights and duties under the agreement to a third party. If the Seller transfers its rights and duties, the customer is alone entitled to assert legal claims against it.

13.2 The customer may not assign, pledge or otherwise transfer any of its rights or duties under the agreement with the Seller without the prior express written consent from the Seller.

13.3 The customer may not pass on, use or enable others to use the Seller's trade secrets or other information of any kind that is not publicly available. Customer's obligation applies to the trade and without a time limit after the end of trading for whatever reason.

The obligation does not apply to information (i) which the customer had already obtained legitimately at the time of publication, provided that such information was not subject to a confidentiality clause or (ii) which the customer later obtained independently and legitimately without being obliged to keep such information confidential, or (iii) which is or becomes generally known without customer's breach of contract.

14. Disputes

14.1 If the parties are unable to agree on an amicable solution no later than 60 calendar days after the initiation of settlement negotiations, any dispute or claim that arises as a result of or in connection with an agreement with the Seller (contractual law), regarding the interpretation and validity of any part of the contract, will be decided according to the general rules of Danish law and with the Court in Roskilde as the agreed place of jurisdiction, to the extent that the case in the first instance must be brought in the municipal court.

14.2 The parties' trade is subject in all respects to Danish law - the CISG does not apply. The legal language must be Danish, unless otherwise agreed by the parties.

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