

## Terms of sale and delivery

Danbake ApS  
Nøglegårdsvej 20  
3450 Lyngø  
CVR/Co Reg No 40526846

(in the following referred to as “Danbake”)

### 1. Scope

- 1.1. These terms of sale and delivery apply unless otherwise stated in Danbake's offer or Danbake's order confirmation. Any customer sourcing conditions will not apply in their own right unless approved in writing by Danbake.
- 1.2. If specific parts of these terms of sale and delivery were to be rejected as invalid or ineffective by the intervention of any court, this will not affect the other provisions of these terms of sale and delivery which continue to apply between the parties.

### 2. Offers

- 2.1. Offers from Danbake are valid for 4 weeks from the date of the offer. A customer's order is only binding on Danbake, if Danbake confirms said order, accepts it through delivery, or if Danbake does not object to the order within 10 working days.

### 3. Prior sale

- 3.1. Until the customer's acceptance has been received by Danbake, Danbake is entitled to enter into agreements with third parties regarding offers with the effect that the offer to the customer will lapse. Danbake will, without undue delay upon receiving acceptance of the offer, notify the customer that the offer has lapsed.

### 4. Price

- 4.1. All prices are stated in DKK/Danish kroner and exclusive of VAT. All orders are executed at the price which is valid on the date of the order. Until delivery takes place, the customer is obliged to accept changes in the price as a result of documented increased costs to Danbake resulting from changes in exchange rates, customs duties, taxes, etc. relating to the agreed delivery.
- 4.2. When submitting an offer, all net prices are based on the customer purchasing all positions/lines in the offer.

### 5. Prices and terms of payment

- 5.1. Terms of payment are 50% on the date of the order and 50% before commencement of delivery unless otherwise agreed in writing.

- 5.2. If payment is made after the due date, Danbake is entitled to calculate interest on the outstanding sum from the due date at an interest rate of 2% per annum for each month or part of a month.
- 5.3. The Customer is not entitled to set off any counterclaims against Danbake which have not been accepted in writing by Danbake and is not entitled to withhold any part of the purchase price as set-off of any kind. Payments by bank transfer have only been made by due date if they have been received into the account before the expiration of the payment deadline and without any deduction. If the customer's payment does not cover all receivables, the payments received are applied to any accrued interest and costs, in the first instance. In the event of a likely or contemplated restructuring, Danbake will be entitled to make deliveries against prepayments and will be entitled to demand any such security as Danbake considers necessary. If the customer fails to provide the required security immediately upon demand, Danbake will be entitled to rescind the agreement.

## **6. Retention of title**

- 6.1. With the restrictions arising from mandatory legal provisions, Danbake retains title in the product until the entire purchase price plus any accrued costs has been paid to Danbake or to the person to whom Danbake has transferred its right, cf. clause 14.
- 6.2. If the product is sold for later incorporation with or integration in another or other items, said product is also included in the retention of title albeit that said incorporation or integration has taken place.

## **7. Delivery**

- 7.1. Delivery takes place at Danbake's address, regardless of whether Danbake uses its own people or those of a third party delivers the product to the customer, according to a separate agreement with the customer.
- 7.2. The delivery time is determined by Danbake to the best of its judgement and according to the circumstances existing at the time of the order being submitted/the agreement being entered into. Delivery has been effected once the products have left the warehouse at the agreed time or once Danbake has provided notification that the products are ready for collection. Unless otherwise expressly agreed, any postponement of the delivery time by one (1) month due to Danbake's circumstances will be considered timely delivery, in all respects, and the customer cannot therefore exercise any powers against Danbake based on this.
- 7.3. If a delay in delivery is caused by Danbake being in a situation such as one of those specified in clause 11.3, the delivery time will be deferred for any such period of time for which the circumstances prevail. However, both parties are entitled to rescind the agreement without liability when the hindrance has been prevalent for a period of more than six (6) months. These provisions apply regardless of whether the reason for the delay occurs before or after the expiry of the agreed delivery time.

- 7.4. In the event set out above, Danbake will, without undue delay, notify the customer of changes in the delivery time.
- 7.5. Danbake is entitled to provide the agreed service through partial deliveries, as long as this is considered reasonable to the customer. Complaints regarding partial deliveries do not justify the customer in refusing to receive further partial deliveries relating to the original order.
- 7.6. As long as the customer has not paid the agreed sum, Danbake will postpone the terms of delivery.
- 7.7. Danbake may terminate this agreement if the customer becomes subject to a petition for bankruptcy or if restructuring is initiated.
- 7.8. A delivery includes that stated in the purchase contract or the order confirmation, such as ovens, machines, refrigeration/freezer compartments, freezer proving cabinets and shop fittings. Danbake is not responsible for the suitability of the building to receive the delivery, to include all external authorised connections, by way of example but not limited to, electricity, plumbing, chimney installations, ventilation, insulation against heat radiation, start-up and regulation of oil/gas burners, other building conditions, etc. Thus, Danbake's delivery does not include: Construction work, removal of any old ovens, chimney pipes, fume extractors, connection to electricity, water and oil, oil tanks and their connection, exhaust suction and special fume guard installation, installation of steel chimney, necessary insulation of fume and extractor pipes for ovens, oven insulation, including in floor, earthing for proving cabinets and ovens as well as any stainless steel finishing which is measured for at installation and invoiced separately. The buyer is responsible for investigating whether the authorities, including the environmental authorities, have special requirements for noise- and odour-reducing measures or the like, and the buyer will bear all costs associated with this as well as compliance with any regulatory requirements.
- 7.9. The buyer must, at its own expense, ensure that the products purchased are protected from the wind and weather as well as against theft and vandalism when the purchased products arrive at their destination.

## **8. Product information**

- 8.1. Drawings, specifications and the like which have been produced by Danbake before or after entering into the agreement remain Danbake property and must not be disclosed without written permission/consent or otherwise misused.

## **9. Product changes**

- 9.1. Danbake reserves the right to change the agreed specifications without prior notice, if these can be made without disadvantage to the customer.

## 10. Defects and complaints

- 10.1. Upon delivery, the customer must immediately examine the product such as the usual conduct of a business would require.
- 10.2. If the customer wishes to invoke a defect, the customer must notify Danbake in writing of the defect immediately after the defect has been or ought to have been detected and describe the defect. If the customer has discovered or ought to have discovered the defect yet has not provided the specified notification, the customer cannot later rely on said defect.
- 10.3. At Danbake's choice, defects in products will be rectified or the products will be redelivered.
- 10.4. If remedial action or redelivery does not take place within a reasonable time in accordance with clause 10.3, pursuant to the general provisions of Danish law and these terms of sale and delivery, the customer is entitled to rescind the agreement, demand a pro-rata reduction of the purchase price or claim compensation.
- 10.5. If, within 1 month from the date of delivery, the customer has not notified Danbake of any defects, the customer cannot later rely on these. For parts which have been replaced or repaired, cf. clause 10.3, Danbake assumes the same obligations which applied to the product originally sold for a period of three (3) months; however, to the effect that Danbake's liability for any defects in any part of said product cannot be extended to more than 12 months from the original date of delivery.
- 10.6. Changing or modifying the product sold without Danbake's written consent exempts Danbake from any obligation.

## 11. Limitation of liability

- 11.1. Any claim against Danbake cannot exceed the invoice amount for the product.
- 11.2. Danbake will not be liable for operating losses, loss of profits or other indirect losses arising from the agreement, including indirect losses arising from delays or shortcomings in the product.
- 11.3. The following circumstances result in Danbake being exempt from liability if they impede the fulfilment of the agreement or make the fulfilment unreasonably burdensome: Labour conflicts and any other circumstances outside the control of the parties, such as but not limited to: fire, war, mobilisation or unforeseen military drafting of similar scope, requisition, seizure, foreign exchange restrictions, riots and disturbances, lack of means of transport, general scarcity of goods, restrictions on power and lack of or delay in deliveries from subcontractors due to any of the circumstances mentioned in this clause. Circumstances such as those mentioned which occurred prior to the submission of the offer/the agreement being entered into only give rise to liability if their influence on the fulfilment of the agreement could not be foreseen at that time.
- 11.4. Danbake is required to notify the customer in writing without undue delay in the event of circumstances mentioned in clause 11.3 arising.

## **12. Returns**

- 12.1. Returned products will only be accepted after prior written agreement.
- 12.2. In cases where the customer is entitled to rescind the agreement, or if the product is returned to Danbake for the purpose of exchange or remedy of defects, the product must be sent to Danbake in its original packaging and at the customer's expense and risk. To the extent that Danbake incurs shipping costs, etc., Danbake is entitled to claim reimbursement of these expenses from the customer and offset these in any claims the customer may have against Danbake. On the completion of repairs or on replacement, the customer is obliged to collect the repaired or replaced product from Danbake at the customer's own expense and risk.

## **13. Product liability**

- 13.1. In relation to product liability, the current provisions of Danish law always apply. To the extent that nothing else follows from mandatory legal provisions, Danbake will not be liable for any operating losses, loss of profits or other indirect losses.

## **14. Assignment of rights and obligations**

- 14.1. Danbake is entitled to assign all rights and obligations under this agreement to a third party.

## **15. Disputes**

- 15.1. Any dispute or disagreement of any kind arising from or taking place between the parties as a result of this agreement must first be attempted resolved through mediation. Either party may request the Association for Mediation/Conflict Mediation to appoint a mediator to settle the case in accordance with the Rules of Procedure for the Association for Mediation/Conflict Mediation. If the dispute is not settled by mediation, either party is entitled to bring the case before the civil courts. In that case, the Court in Hillerød is the agreed venue. Danish law applies.

The current terms of sale and delivery may be found at [www.danbake.dk](http://www.danbake.dk)