

Terms and Conditions of Sale and Delivery

Danbake ApS
Nøglegårdsvej 20
DK-3450 Lynge
Central Business Register No. (CVR) 40526846
(hereinafter referred to as Danbake)

1. Validity

- 1.1. These Terms and Conditions of Sale and Delivery apply unless otherwise stated in Danbake's quotation or order confirmation. Any customer purchase conditions do not apply unless they have been approved in writing by Danbake.
- 1.2. Should individual provisions of these Terms and Conditions of Sale and Delivery be overturned as invalid or ineffective by a court, this does not affect the other provisions of the Terms and Conditions of Sale and Delivery or the Agreement as a whole, which remains in force between the Parties.

2. Quotations

- 2.1. Quotations from Danbake are valid for 4 weeks from the date of the quotation.
- 2.2. The customer's order(s) will not be binding on Danbake until Danbake has sent the order confirmation if Danbake delivers in accordance with the order, or Danbake does not raise objections to the order within 10 working days.

3. Intermediate sales

- 3.1. Until the customer's written acceptance of the quotation has reached Danbake, Danbake is entitled to enter into agreements with third parties regarding quotations with the effect that the customer's quotation is no longer valid.
- 3.2. After the acceptance has reached Danbake without undue delay, Danbake must notify the customer in writing that the quotation is no longer valid.

4. Price

- 4.1. Danbake's quoted prices are in Danish kroner (DKK) and excluding VAT unless explicitly stated.
- 4.2. All orders are executed according to the agreed price on the day of the order.
- 4.3. Until delivery, the customer is obliged to accept changes in the price due to documented increased costs for Danbake as a result of changes in exchange rates, customs duties, taxes, fees, etc., concerning the agreed delivery.
- 4.4. When submitting a quotation, all net prices are based on the customer accepting the quotation in its entirety.

5. Prices and terms of payment

- 5.1. For agreements entered into between Danbake and the customer, 50% of the agreed price is paid upon confirmation of the order. The remaining 50% is paid before delivery is commenced unless otherwise agreed in writing.
- 5.2. If payment is made after the due date, Danbake is entitled to calculate interest on the outstanding debt at any time from the due date at an interest rate of 2% per commenced month.
- 5.3. The customer is not entitled to set off any counterclaims with Danbake, which are not acknowledged in writing by Danbake, and is not entitled to withhold any part of the purchase price due to set-offs of any kind. Payments by bank transfer are only considered as being made within the payment deadline if they have been received within the payment deadline in the account without any reduction. If the customer's payment does not cover all receivables, the payments received will first be written off on any interest and costs. In the event of a possible or prevailing restructuring, Danbake is entitled to carry out deliveries against prepayment and has the right to demand the necessary security that Danbake deems appropriate. If the customer fails to provide the required security immediately upon demand, Danbake is entitled to terminate the Agreement.

6. Retention of ownership.

- 6.1. Danbake retains, with the limitations that follow from mandatory legal rules, ownership of what is sold, until the entire purchase price plus accrued costs have been paid to Danbake or to the person to whom Danbake has transferred its right, see section 14.
- 6.2. If the item has been sold to later be integrated into or joined with other objects, what is sold is also covered by retention of ownership when the integration or joining has taken place.

7. Customer obligations

- 7.1. When ordering a product from Danbake, the customer is responsible for the product being installed and used in the way desired by the customer, in the place desired by the customer and in the environment desired by the customer.
- 7.2. The customer bears responsibility and costs for taking measurements and making checks before entering into the Agreement.
- 7.3. The customer is obliged to investigate and obtain any permits and/or approvals from relevant authorities, including environmental and food authorities concerning measures relevant to the use of the product supplied by Danbake.
- 7.4. Upon delivery, the customer is responsible for Danbake being able to deliver in accordance with the agreement. The customer must, among other things, ensure that

Danbake can deliver in a safe and sound manner, that Danbake can access the installation address unhindered and does not otherwise encounter obstacles in making the delivery due to the customer's circumstances. The customer is responsible for ensuring that deliveries are treated with care so that the delivered goods are not damaged. The customer is responsible for any insurance of the delivery, as well as securing the delivery against the wind, weather, theft, fire and vandalism, etc.

8. Delivery

- 8.1. Delivery takes place at Danbake's address, regardless of whether Danbake takes its goods to the customer via its own people or via a third party according to a separate agreement with the customer.
- 8.2. Danbake delivers products to the customer on Ex Works terms unless otherwise agreed in writing between Danbake and the customer.
- 8.3. Danbake sets the delivery time as the best estimate and according to the conditions that exist when the quotation is made/the agreement is entered into.
- 8.4. Delivery and the transfer of risk occur when the goods have left the warehouse at the agreed time, or Danbake has informed that the goods can be picked up. Unless otherwise expressly agreed, a delivery postponement of 1 month based on Danbake's circumstances is in all respects considered a timely delivery, so that the customer cannot for that reason exercise any powers of remedy against Danbake.
- 8.5. If the delivery delay is due to Danbake being in a situation stated in section 11.3 (force majeure, etc.), delivery time is postponed by the time that the change lasts. However, both parties must be entitled to cancel the agreement without liability when the obstacle has made delivery impossible under the agreement for more than 6 months. These provisions apply regardless of whether the reason for the delay occurs before or after the expiry of the agreed delivery time.
- 8.6. Danbake must notify the customer without undue delay of changes in the delivery time in the above cases.
- 8.7. Danbake is entitled to fulfil the agreed service through partial deliveries, as long as the customer considers it reasonable. Complaints regarding partial deliveries do not entitle the customer to refuse the receipt of additional partial deliveries regarding the original order.
- 8.8. If the customer defaults on its payment obligation, Danbake is entitled to withhold all or part of its delivery obligation. Before exercising the right mentioned above of retention, Danbake must notify the customer of the withheld delivery. If, despite notification, the customer continues to default and Danbake exercises its right of retention as a result, Danbake shall be entitled to demand the customer pay the associated expenses/costs. Danbake may terminate this agreement if the customer goes into bankruptcy proceedings or restructuring is initiated.
- 8.9. Danbake's delivery only includes what is stated in the quotation or order confirmation, such as ovens, machinery, refrigerators/freezers, freezer cabinets and shop equipment, as well as any installation thereof.

- 8.10. Danbake is not responsible for the building's suitability for receiving the delivery, including for all external authorised or unauthorised connections, e.g. but not limited to, electricity, plumbing, chimney conditions, ventilation, insulation against heat radiation, start-up and adjustment of oil/gas burners, other building conditions, etc. Therefore, Danbake's delivery does not include, among other things, construction work, removal of any old ovens, chimney flue pipe, exhaust pipe, electricity, water and oil connection, oil tank and their connection, flue extraction and special flue shield, installation of a steel chimney, necessary insulation of a flue and exhaust pipe for the oven, including insulation around the oven floor, earth connection for proofing cabinets and ovens, as well as any closing stainless steel cover that is measured during installation and invoiced separately.

9. Product information

- 9.1. Drawings, specifications and the like, which Danbake has provided before or after entering into the Agreement, remain Danbake's property and may not be disclosed without written agreement/consent or otherwise misused.

10. Product changes

- 10.1. Danbake reserves the right to make changes to the agreed specifications without notice if this can be done without inconvenience to the customer.

11. Defects and complaints

- 11.1. Upon delivery, the customer must immediately make a routine, proper inspection of the delivered goods.
- 11.2. If the customer wants to claim a defect, the customer must immediately after the defect is or should have been discovered inform Danbake in writing and state the defect. If the customer has discovered or should have discovered the defect and has not complained as stated, the customer cannot later make a claim for the defect.
- 11.3. If the delivered item has defects, the defects will be remedied at Danbake's discretion, or the item will be replaced.
- 11.4. If remediation or replacement does occur within a reasonable time pursuant to section 10.3, according to the general rules of Danish law and these Terms and Conditions of Sale and Delivery, the customer is entitled to terminate the agreement, demand a reduction in the purchase price or demand compensation.
- 11.5. If the customer has not claimed for defects against Danbake within 1 month after the delivery date, the customer cannot make a claim later. For parts that have been replaced or repaired, see section 10.3, Danbake assumes the same obligations as apply to that initially agreed for a period of 3 months. However, Danbake's liability for defects for any part of the order can be extended to more than 12 months from the original delivery date.

- 11.6. Modification of or interference with the goods without Danbake's written consent releases Danbake from any obligation.

12. Limitation of liability

- 12.1. A compensation claim against Danbake cannot exceed the invoice amount for the item sold.
- 12.2. Danbake is not liable for operating losses, loss of profit or other indirect losses in connection with the agreement, including indirect losses that arise due to delays or defects with the goods sold.
- 12.3. The following circumstances indemnify Danbake if it prevents the fulfilment of the agreement or makes the fulfilment unreasonably burdensome: Labour disputes and any other circumstances beyond the control of the Parties, such as but not limited to fire, war, mobilisation or unforeseen military call-up of a similar nature, requisitions, seizures, currency restrictions, civil disorder and riots, pandemics and epidemics, lack of means of transport, general shortages, restrictions on motive power, as well as deficiencies or delays in deliveries from subcontractors due to any of the circumstances mentioned in this section. Circumstances as mentioned that occurred before the submission of the quotation/entering into the agreement, only allow for indemnity if their influence on the agreement's fulfilment could not be foreseen at this time.
- 12.4. It is the responsibility of Danbake without undue delay to notify the customer in writing if there are circumstances mentioned in section 11.3.

13. Returns

- 13.1. The sold item can only be returned by prior written agreement.
- 13.2. In cases where the customer is entitled to cancel the transaction, or if the sold item is returned to Danbake to exchange or remedy defects, the sold item 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 demand that the customer refunds these and they are set off against the customer's possible claim against Danbake. After completing the repair or replacement, the customer is obliged to pick up the repaired or replaced item from Danbake at their own expense and risk.

14. Product liability

- 14.1. The rules in Danish law in force at the time in question apply to product liability. To the extent that nothing else follows mandatory legal rules, Danbake cannot be held liable for operating losses, loss of profit or other indirect losses.

15. Transfer of rights and obligations.

- 15.1. Danbake is entitled to transfer all rights and obligations under the Agreement to a third party.

16. Disputes

16.1. In case of disputes, the Court in Hillerød is the agreed venue. Danish law applies.

The Terms and Conditions of Sale and Delivery that apply at any time can be read at www.danbake.dk