

TERMS OF SALE AND DELIVERY

Updated: May 2021
VILOFARM
CVR no. : 32 29 86 64

1 USE

1.1 These terms of sale and delivery shall apply to trade between Vilofarm and Vilofarm's commercial customers (hereinafter "the Purchaser") regarding orders and/or trade agreements that concerns products that are to be delivered outside Denmark, unless agreed otherwise in writing.

1.2 The Purchaser shall not be entitled to transfer its rights and/or obligations in relation to orders placed and/or trade agreements with Vilofarm to third parties.

2 PRICES

2.1 All prices are exclusive of VAT and duties.

2.2 Payment shall be made in accordance with Vilofarm's current price on the day of delivery, unless other terms have been agreed separately in writing between Vilofarm and the Purchaser. Vilofarm is not responsible for any misprints.

2.3 Vilofarm shall be entitled to make proportional changes in the prices agreed between the parties in case of changes in various duties and fees, including but not limited to import duties, fees on phosphorus, and fees on raw materials.

2.4 Vilofarm shall be entitled to make proportional changes in the prices agreed between the parties if Vilofarm is ordered to change the content of the products or the production method due to amendments of the relevant legislation.

3 PLACING OF ORDERS FOR PRODUCTS

3.1 Products for collection or for delivery must be ordered by the Purchaser no later than 5 business days before the actual date of delivery.

3.2 If the Purchaser is too late in placing an order for special mineral feed compounds, i.e. the Purchaser wants delivery sooner than 5 business days from the date of placing the order, the Purchaser must pay a fee of DKK 15 per 100 kilos, provided that Vilofarm is able to fulfil the order.

4 DELIVERY

4.1 Delivery shall take place to the address supplied by the Purchaser.

4.2 The risk and the liability for the products shall pass from Vilofarm to the Purchaser when the products are unloaded at the agreed delivery address. In case delivery cannot be made to the agreed delivery address due to a lack of proper road or due to insufficient road base, delivery shall be considered to have been effected when the products have been unloaded as close to the agreed place of delivery as the circumstances permit and as agreed with the Purchaser.

4.3 The Purchaser shall check the delivered goods and the content of the delivery note immediately after delivery of the products.

4.4 Title to the delivered products shall remain with Vilofarm, until the entire purchase price as well as fees and duties, if any, have been paid. The Purchaser shall be obliged to insure the delivered products against theft, fire, etc. until the purchase price as well as fees and duties, if any, have been paid in full and title has passed to the Purchaser.

5 QUANTITIES

5.1 The Purchaser shall take delivery of the agreed quantity at the agreed time of delivery in accordance with the order placed and/or the trade agreement between the Purchaser and Vilofarm.

5.2 Changes in the Purchaser's production shall not release the Purchaser from its obligations under clause 5.1.

5.3 The Purchaser's non-compliance with clause 5.1 shall be considered a material breach and Vilofarm shall consequently be entitled to cancel the order and/or terminate the trade agreement.

Vilofarm shall also be entitled to (i) demand differential payment for the quantity of which the Purchaser did not take delivery in accordance with the agreement, (ii) consider the residual quantity as cancelled, or (iii) extend the contract period with the Purchaser.

6 QUALITY

6.1 The products are delivered with the guarantees of contents that are applicable at the beginning of the period of contract. Further information about the guarantees on contents can be provided by Vilofarm.

6.2 Vilofarm shall be entitled to make proportional changes in the agreed guarantees of contents in case amendments in relevant legislation necessitate such changes.

6.3 The products are delivered in accordance with the provisions on variations and fluctuations from declared quality in the Feedstuff legislation at force at any time.

7 LIABILITY

7.1 In case of damage and loss of any kind, Vilofarm can only be held liable if it can be documented and proved that the damage or loss is due to actionable errors or omissions on the part of Vilofarm.

7.2 Product damage and actual defects can only be proven based on samples of the load taken from the products before unloading at the place of delivery indicated by the Purchaser and thus not based on samples taken from the Purchaser's own silo or the like.

7.3 Vilofarm's liability in clause 7.1 is conditional upon the Purchaser having used and handled the products in accordance with the supplied instructions.

7.4 Vilofarm's liability in clause 7.1 is conditional upon immediate written complaint about the damage or loss from the Purchaser to Vilofarm.

7.5 If the actual defect is caused by an incorrect quantity or quality, the Purchaser shall be entitled to demand supplementary delivery or replacement delivery if the Purchaser has complained in accordance with clause 7.4.

7.6 In case of incorrect quantity or quality, Vilofarm shall be entitled to carry out supplementary or replacement delivery.

7.7 If the actual defect continues for a material period of time from Vilofarm's supplementary or replacement delivery, the Purchaser shall be entitled to cancel the order and/or terminate the trade agreement. The Purchaser shall immediately inform Vilofarm hereof.

7.8 If the Purchaser cancels the order and/or terminates the trade agreement, the Purchaser shall limit its loss as much as possible by making covering purchases or taking other necessary measures to limit the loss.

7.9 The Purchaser shall indemnify Vilofarm to the extent that Vilofarm is held liable towards a third party for a loss that Vilofarm is not liable for under these terms.

7.10 If a third party makes a claim for compensation against one of the parties, such party shall immediately inform the other party.

8 LOSS

8.1 Vilofarm's maximum liability to pay damages for the Purchaser's documented loss in each case cannot exceed DKK 5,000,000, unless Vilofarm has acted negligently or intentionally.

8.2 If the Purchaser cancels a delivery, including single orders or a delivery under a trade agreement, Vilofarm's maximum liability to pay damages cannot exceed the value of the delivery in question.

8.3 Vilofarm shall not compensate the Purchaser for indirect losses, including but not limited to loss on operations, loss of time and loss of profits.

9 PRODUCT LIABILITY

9.1 With respect to product liability damage, Vilofarm's liability in accordance with current legislation on product liability shall be limited to the widest extent possible and as described in these terms.

10 FORCE MAJEURE AND HARDSHIP

10.1 The following circumstances shall entail exemption from liability if they prevent performance of the agreement or make such performance unreasonably onerous: Industrial disputes, strikes, lockouts, non-delivery and any other circumstance that the parties cannot control, such as fire, war, mobilization, acts of sabotage, requisitioning, confiscation, revolt, unrest and similar force majeure and hardship situations.

10.2 The party that claims any of the above circumstances shall without undue delay inform the other party in writing of the occurrence and end of such events.

10.3 Both parties shall be entitled to terminate the agreement by written notice to the other party when performance thereof within a reasonable time becomes impossible due to circumstances mentioned in clause 10.1.

11 PAYMENT

11.1 The Purchaser's terms of payment appear from the trade agreement, invoice or statement of account.

11.2 In case of late payment, the Purchaser may be charged a reminder fee and interest on overdue payment. Information about interest and reminder fees can be obtained from Vilofarm.

12 SETTLEMENT OF DISPUTES

12.1 Disputes in relation to the agreement and related provisions shall be settled in accordance with the rules of Danish law before the Maritime and Commercial Court.

12.2 If the parties can agree on arbitration, each party shall appoint an arbitrator and the Maritime and Commercial Court shall appoint the third arbitrator, who shall be chairman of the arbitration tribunal. An arbitration award shall be final.

STANDARD TERMS AND CONDITIONS FOR PROCESSING PERSONAL DATA

GENERAL COMPLIANCE WITH THE GENERAL DATA PROTECTION REGULATION (GDPR)

Data exchanged under this agreement will be processed according to the rules of the GDPR, under which both parties undertake to generally comply with the law governing this area.

COLLECTION, STORAGE AND PROCESSING OF PERSONAL DATA

Processing the Data Subject's personal data for the performance of this contract is pursuant to Article 6 (1) B of the GDPR. Data are collected primarily to fulfil the contents of this agreement, to ensure the quality of the Data Controller's products and services, and for marketing purposes. No other data than is necessary for the specific purpose of the agreement are collected.

Legislation can also determine which types of data are necessary to collect and store as part of the Data Controller's business.

Processing can also be necessary to fulfil another legal obligation.

THE DATA SUBJECT'S RIGHTS

The Data Subject has the right to be informed at any time what data is processed, where they come from and what they are used for.

The Data Subject can be informed how long the Data Controller retains personal data, and who receives them if they are disclosed in Denmark and abroad. However, such access can be restricted with regard to protection of the privacy of other people, business secrets and intellectual property rights.

The Data Subject has the right to object to processing of his/her personal data. The Data Subject can also object to disclosure of data by the Data Controller for marketing purposes.

If an objection is justified, the Data Controller shall ensure that the relevant personal data is no longer processed.

The Data Subject has the right to have data erased that are no longer necessary for fulfilment of the agreement's obligations. The Data Subject also has the right to have incorrect personal data erased and/or corrected.

Personal data are regularly erased when they no longer serve their original purpose for processing, or lose their relevance in general. Data are always erased 5 years after end customer relationship unless legislation gives clear reasons for retaining them longer.

When the Data Subject requests the correction or erasure of his or her personal data, the Data Controller shall check that the conditions are fulfilled and if so, execute the corrections or erasure as quickly as possible.

DISCLOSURE OF PERSONAL DATA

Personal data will not be disclosed unless the Data Controller is required to do so by law, or explicit written consent is obtained.

Disclosure to other companies in the group can be permitted without obtaining consent, with the primary purpose of being able to fulfil the agreements we make with you and to optimise our service.

If the Data Subject provides an electronic address (email) for contractual purposes, the Data Controller will be able to use it for marketing material. It will always be possible to unsubscribe from receiving such material by following the instructions included.

SECURITY

The Data Controller will protect the Data Subject's data, and has internal rules on data security.

Organisational and technical security measures have been implemented, along with instructions intended to protect personal data from being destroyed, lost, amended, against unauthorised publication and to prevent unauthorised access to or awareness of them.

RIGHT TO COMPLAIN

The Data Subject has the right to submit a complaint directly to the Data Controller via its principal mail address, as stated on the company's website. Complaints can also be submitted to the national supervisory authority concerning processing of personal data by the Data Controller.

For more details on the processing of personal data, please refer to "Privacy Policy" on the company's website.