



OLEXTRA ApS' GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Applicability and Enforceability

1.1 These General Terms and Conditions (the "Terms") govern all supplies of goods and services by OLEXTRA APS ("OLEXTRA") to any purchaser ("Buyer").

1.2 Any terms or conditions proposed by the Buyer, whether in the Buyer's purchase order, general conditions of purchase, or otherwise, shall not be binding on OLEXTRA unless expressly accepted by OLEXTRA in a written agreement.

1.3 Definitions: For these Terms, "Order" refers to the Buyer's framework order; "Sales Contract" refers to the Order as confirmed in writing by OLEXTRA; "Call Off" refers to the Buyer's delivery order under a Sales Contract; "Confirmed Call Off" refers to a Call Off confirmed in writing by OLEXTRA.

2. Proposals and Orders

2.1 OLEXTRA's quotes are valid and binding for 48 hours from issuance, except for quotes issued over weekends, which are valid for 48 hours from the following business day.

2.2 An Order or Call Off by the Buyer is not binding on OLEXTRA until OLEXTRA has issued a written Sales Contract or Confirmed Call Off, or has delivered the goods, whichever occurs first.

3. Technical Data and Product Information

3.1 Technical and other data related to OLEXTRA's goods in brochures or publications are binding only when expressly referenced in the Sales Contract. OLEXTRA disclaims liability for the goods' suitability or fitness for any particular purpose.

4. Delivery

4.1 Delivery terms, unless otherwise agreed, are FCA (Incoterms latest edition).

4.2 Goods are typically ready for shipment within 5 business days for local deliveries and 10 business days for exports, after a Confirmed Call Off, unless otherwise stated by OLEXTRA.

4.3 Delivery dates in Sales Contracts or Confirmed Call Offs are estimates. OLEXTRA will inform the Buyer of the actual delivery date once established.

4.4 Deliveries are to be made in installments distributed evenly over the Sales Contract term unless agreed otherwise.

4.5 If the Buyer fails to take delivery within the contractually specified period, OLEXTRA may, at its discretion, cancel or maintain the contract, store or dispose of the goods at the Buyer's risk and expense, and claim damages.

5. Delivery Delays

5.1 For delays not caused by force majeure, the Buyer may demand delivery within a reasonable extension period.

5.2 If OLEXTRA exceeds this extension by more than 5 working days, the Buyer may cancel the delayed part of the contract.

5.3 The Buyer is not entitled to claim damages for delays.

6. Cancellation or Modification

6.1 Cancellation or modification of any contract requires OLEXTRA's written consent and reimbursement of OLEXTRA's costs and losses, with a minimum charge of 15% of the cancelled or modified contract's value, excluding VAT.

7. Use of Goods

7.1 The Buyer must comply with all relevant legislation in using the goods and assumes all liability for patent infringements or legal violations arising from such use.

8. Defects

8.1 The Buyer must inspect the goods upon receipt and before use. Failure to conduct a timely inspection waives the Buyer's right to claim defects.

8.2 Defect claims must be made within 14 days of discovery and within 6 months of delivery.

8.3 OLEXTRA's liability for defects is limited to replacement, repair, delivery of missing goods, or a price reduction, with no further liability.

9. Pricing

9.1 Prices are based on the DAP Incoterms, excluding VAT and other costs, unless otherwise agreed.

9.2 OLEXTRA reserves the right to adjust prices for significant cost increases in (i) utilities, (ii) transportation and logistics, (iii) increased costs of raw materials and ingredients caused by mandatory legislation and/or EU regulations.

10. Payment Terms

10.1 Payments are due within 14 days of delivery unless otherwise agreed.

10.2 Late payments incur interest at 8% per annum above the Danish Central Bank's reference rate.

10.3 OLEXTRA may suspend further deliveries or cancel contracts for late payments.



11. Retention of Title

11.1 OLEXTRA retains ownership of the goods until full payment is received.

12. Intellectual Property

12.1 Intellectual property rights in the goods remain with OLEXTRA.

13. Data Processing

13.1 OLEXTRA processes personal data received in the course of business in accordance with data protection laws.

14. Force Majeure

14.1 Neither party is liable for delays or failures to perform due to force majeure events.

14.2 Force majeure includes, but is not limited to, natural disasters, war, strikes, government actions, and unavailability of materials.

15. Product Liability

15.1 OLEXTRA is liable for damage caused by supplied goods within the limits set forth in these Terms.

16. Limitation of Liability

16.1 OLEXTRA's liability is limited to the order value of defective goods, excluding punitive and indirect damages.

17. Set-off Rights

17.1 OLEXTRA may offset any claims against payments owed by the Buyer.

18. Governing Law and Jurisdiction

18.1 These Terms are governed by Danish law, with the Aarhus court having exclusive jurisdiction over disputes.

January 2025