

Sales and Delivery Terms and Conditions

I GENERAL

1. These General Terms and Conditions apply to all offers made by Northern Greens (the 'Seller'), to all agreements concluded between the Seller and a customer (the 'Buyer'), and to the performance of those agreements.
2. Any varying provisions must be expressly agreed separately in writing and will be deemed to supplement these General Terms and Conditions. To the extent that the varying conditions are not compatible with these General terms and Conditions, the varying provisions will have preference over the General Terms.
3. For your information all Northern Greens A/S's suppliers as a minimum comply with the GGAP Standard.
Some suppliers and logistic partners comply with the IFS Food/Logistic standard.
For further information please contact Northern Greens A/S.

II OFFERS/AGREEMENTS

1. All offers made shall not bind the Seller, unless they specify a time limit. If a non-binding offer is accepted by the Buyer, the Seller may revoke the offer within two working days of receipt of the acceptance.
2. An agreement will be concluded at the moment of express acceptance of the order by the Seller in a manner that is customary.
3. Offers are once-only and will not apply to repeat orders.

III PRICES

1. The prices are generally determined upon acceptance of the order.
2. The prices are ex works (EXW).
3. The prices do not include value added tax (VAT), import duties, other taxes and charges, costs of quality inspection, costs of loading and un-loading, transport, insurance and any other costs.
4. The prices are in euros, unless another currency is stated in the invoice.

IV DELIVERY AND DELIVERY TIME

1. Any delivery times quoted are in indication only and may in no event be regarded as being of the essence, unless otherwise expressly agreed in writing. The Seller will not be liable for any loss incurred by the Buyer as a result of delays beyond the delivery time quoted.
2. Should the Seller not be able to perform (part of) an order, he will inform the Buyer as soon as possible. If the Seller is not able to deliver the ordered quantity, he may deliver a smaller quantity or postpone the performance and/or, by mutual arrangement with the Buyer, deliver other products that are similar or of the same value.

3. Unless otherwise expressly agreed in writing the Seller's warehouse or processing area or any other place indicated by the Seller will be regarded as the place of delivery.
4. Delivery will be free only if and to the extent as so agreed and stated by the Seller in the order confirmation.
5. The Seller reserves the right not to perform orders if the Buyer has not paid for previous deliveries within the agreed term of payment.
6. If the Buyer has not taken delivery of the products at the agreed time and place, the Buyer will be in default and liable for any loss suffered due to storage. The products ordered will be available to the Buyer during storage and will be stored to the Buyer's account and at the Buyer's risk.
7. If, however, the Buyer has not taken delivery of the products after a limited storage period (that may be considered reasonable in view of the product type) and if in the opinion of the Seller the risk of loss of quality and/or decay of the products so demands in order to limit loss, the Seller will be entitled to sell the products in question to a third party.
8. Non-performance by the Buyer does not relieve him of his obligation to pay the full Price.
9. The Seller will not be liable for any loss incurred as a consequence of non-delivery.

V PACKAGING

1. The products will be packed in the manner that is customary in whole-sale trade in such a way as will be determined by the Seller in accordance with sound business practice, unless otherwise agreed in writing.
2. Non-reusable packaging will be charged at cost.
3. If the Buyer fails to return durable packaging material (stacking trolleys, containers, etc.), the Seller reserves the right to charge the costs of that material to the Buyer and to recover from the Buyer any further loss incurred.

VI FORCE MAJEURE

1. In the event of force majeure the Seller may rescind the agreement or temporarily postpone delivery.
2. 'Force majeure' includes, but is not limited to, circumstances such as civil commotion, war, strikes (even when at the Seller's), natural disasters, epidemics, terrorism, weather conditions, traffic conditions such as roadblocks, road work or traffic jams, fire, government measures or the such.

VII COMPLAINTS

1. Complaints concerning visible defects in products delivered must be notified to the Seller by fax or email immediately after discovery but at the latest within 24 hours of receipt. The moment of receipt of the complaint by the Seller is decisive. The Buyer

or recipient of the products must also note the complaint upon delivery on the transport documents in question.

2. Complaints concerning non-visible defects in products delivered must be notified to the Seller in writing immediately after discovery.
3. A complaint must in any event contain:
 1. a detailed and accurate description of the defect(s); and
 2. a statement of any other facts from which it can be inferred that the products delivered and the products rejected by the Buyer are one and the same.
4. The Buyer is to enable the Seller to investigate, or instigate an investigation of, the validity of the complaints on location and/or to take back the products delivered. The products must be stored in the original packaging.
5. Complaints in respect of a part of the products delivered will not entitle the Buyer to reject the entire delivery.
6. Once the time limits referred to above have elapsed, the Buyer will be deemed to have accepted the products delivered or the invoice rendered. The Seller will no longer be obliged to handle any claims submitted by the Buyer.

VIII LIABILITY

1. The Seller is not liable for any loss incurred by the Buyer, unless and to the extent the Buyer proves, that the loss was caused by intent or gross negligence on the part of the Seller.
2. The Seller is never liable for any consequential loss suffered by the Buyer. Should the Seller nevertheless have to indemnify a loss, liability of the Seller for any loss incurred by the Buyer will not exceed the invoice value of the products delivered to which the claim applies.

IX PAYMENT

1. Payment must be made, at the Seller's option:
 1. net cash delivery; or
 2. within 14 days after the invoice date by means of deposit of transfer to a bank;
or
 3. by automatic withdrawal.

Any possible bank charges will be for the account of the Buyer.

1. The Buyer may not deduct any amounts from the purchase price to be paid on the grounds of an alleged claim. The Buyer may not suspend the payment of the purchase price on the grounds of a complaint about the products delivered.
2. The Buyer will be in default upon the expiry of the agreed term of payment. The Seller will then be entitled to rescind the agreement with immediate effect. The Seller is not liable regarding any consequence that this rescindment might entail.
3. If the Buyer is in default, the Seller will be entitled to charge interest of 1.5% per month or, should the legal rate be higher, the legal rate on the amount outstanding, as from the due date of the invoice until the date of payment in full.
4. If the Buyer is in default, the Buyer shall also account to the Seller for any loss suffered owing to a change in the exchange rate.

5. If third parties are instructed to collect overdue payments, the Buyer shall account to the Seller for any court and/or out-of-court costs in-volved, subject to a minimum of 15% of the outstanding sum, and such sums will fall due immediately.

X APPLICABLE LAW/DISPUTES

1. All agreements to which these General Terms and Conditions apply in full or in part are governed by Danish law.
2. The Buyer may only submit claims in respect of or arising from agreements, to which these General Terms and Conditions apply, to the competent Danish Court in the territory in which the Seller has its registered office. The Seller may submit such claims either to the competent court in the territory in which the Seller has its registered office or to the competent court in the territory in which the Buyer has its registered office.
3. Contrary to the provisions of paragraph 2, the Seller and the Buyer may agree to submit any dispute to an arbitral tribunal acting according to the Rules of the Danish Arbitration Institute, whose decision will be accepted as binding by both parties.

XI FINAL PROVISION

1. Any cases for which these General Terms and Conditions do not provide will also be governed by Danish law.

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