

Terms and Conditions – Sale

GENERAL TERMS AND CONDITIONS OF SALE – ATLAS FOOD A/S

1. INTRODUCTION

1.1 These General Terms and Conditions of Sale (“**Terms**”) shall apply to the sale and delivery by Atlas Food A/S of goods and/or services (collectively “**Goods**”) to a purchaser having ordered and/or taken delivery of the Goods (“**Buyer**”) and shall be deemed to be incorporated in and a condition of any such agreement between Atlas Food A/S and the Buyer.

1.2 Any deviation from and/or addition to these Terms must be agreed in writing between Atlas Food A/S and the Buyer.

2. AGREEMENT

2.1 An order placed by the Buyer shall only be binding on Atlas Food A/S if the order is accepted in writing by Atlas Food A/S via an official order confirmation. Once Atlas Food A/S has sent an order confirmation, the Buyer may not cancel or alter the order, unless such cancellation or alteration has been approved by Atlas Food A/S in writing. If a cancellation or alteration leads to losses, costs, damages etc. for Atlas Food A/S, the Buyer is obliged to indemnify Atlas Food A/S.

3. DELIVERY AND PASSING OF RISK

3.1 The risk of loss of and/or damage to the Goods shall pass to the Buyer upon delivery in accordance with the agreed INCOTERMS clause. The interpretation of the delivery term shall be in accordance with the then current edition of INCOTERMS at the time when the Agreement is performed.

3.2 Any date(s) quoted by Atlas Food A/S for delivery or set out in an order confirmation are estimated dates only.

4. RETENTION OF TITLE

4.1 Legal ownership of the Goods shall not pass from Atlas Food A/S to the Buyer until payment of the Goods has been received in full from the Buyer.

4.2 Atlas Food A/S may for the purpose of recovering its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same. It is the sole responsibility of the Buyer to ensure that all goods received from Atlas Food A/S are fully insured against any eventually including, but not limited to, fire, theft, flooding, etc. until such time ownership said goods has passed to the Buyer. Should goods become damaged in any way after they have been received by the Buyer, the Buyer will be liable to pay to Atlas Food A/S the full purchase price of the goods.

5. PRICES

5.1 Unless otherwise agreed, the price set out in the Order Confirmation includes packaging costs, marking, relevant and agreed documents, and the costs that will be incurred by Atlas Food A/S as a result of the applicable terms of delivery, cf. Clause 3.1.

5.2 Unless otherwise agreed, all prices stated in the Order Confirmation are exclusive of VAT and any existing or future public duties and other costs beyond Atlas Food A/S' control.

6. TERMS OF PAYMENT

6.1 Unless otherwise agreed the Buyer shall make payment for the Goods in full to the bank account nominated by Atlas Food A/S based on the agreed payment term mentioned on Order Confirmation and/or invoice.

6.2 The Buyer shall make all payments due without any deduction of counterclaim.

6.3 If payment is not made and received by Atlas Food A/S at due date as the latest, Atlas Food A/S may charge interest on the amount outstanding at the time in question at a rate of 2 % per commenced month from the date of invoice.

6.4 To ensure compliance with anti-money laundering rules and to prevent *inter alia* the financing terrorism and similar, Atlas Food A/S shall be entitled to reject any third party payments or payment from private individuals. Atlas Food A/S shall be solely entitled to dismiss any payment which is deemed contrary to the anti-money laundering rules and guidelines applied by Atlas Food A/S. If a payment is rejected by Atlas Food A/S, the purchase price shall be deemed to remain outstanding.

6.5 The Buyer is obligated to accept the anti-money laundering policies of Atlas Food A/S in force at any time.

6.6 Atlas Food A/S shall be entitled to return to sender any payment which is made by a third party and which Atlas Food A/S in its sole discretion renders noncompliant with the policies of Atlas Food A/S.

7. DEFECTS AND NOTIFICATION

7.1 Duty of inspection: The Buyer must upon receipt inspect the Goods for shortages and lack of conformity without undue delay.

7.2 Duty of notification: The Buyer shall promptly notify Atlas Food A/S in writing of any shortages and/or defect where apparent upon reasonable inspection or, in the event of hidden defects, promptly after discovery, but in any event no later than 3 (three) days after receipt. Goods delivered shall otherwise be deemed to conform to the Agreement and to be accepted unconditionally by the Buyer.

8. LIMITATION OF LIABILITY

8.1 The liability of Atlas Food A/S towards the Buyer and any other party cannot exceed the purchase price for the goods to which the claim is related.

8.2 Atlas Food A/S shall not be liable for any loss caused by delay.

8.3 Atlas Food A/S shall not be liable for any indirect or consequential loss including, but not limited to loss of operation, loss of earnings, loss of time, market loss, or loss of production.

9. FORCE MAJEURE

9.1 In the event of force majeure, Atlas Food A/S shall be entitled to cancel or postpone a delivery or a part of a delivery for any period of time, without this being considered a breach of these Terms.

9.2 Force majeure shall include but not be limited to the following: Civil disorder, natural disasters (e.g. earthquakes, storm surges, comprising floods, volcanic eruptions, waterspouts), acts of terrorism, walk-outs, blockades or lock-outs (regardless of whether Atlas Food A/S is party to such conflict), pandemics, war, riots,

fire, transport accidents, restrictions of currency or other financial restrictions, import or export bans as well as sanctions implemented by or towards governments, operational failure as well as third party failure or shutdown of production or other operations

10. WAIVER

10.1 Should Atlas Food A/S fail to exercise or enforce any rights under these Terms and Conditions is not to be regarded as a waiver of any such right. Nor shall it delimit the possibility to exercise or enforce these at any time hereinafter.

11. APPLICABLE LAW

11.1 Any dispute arising out of the Parties' agreement on purchase, including these Terms and Conditions and questions of product liability shall be governed by and construed in accordance with Danish law, excluding the conflict of laws principles. The Convention on the International Sale of Goods shall not apply.

11.2 The parties submit to the exclusive jurisdiction of The Maritime and Commercial High Court in Copenhagen, Denmark.

12. CONFIDENTIALITY

12.1 All information disclosed in connection with a sale or an intended sale shall be considered confidential to the Buyer and may not be shared by the Buyer with anyone.

12.2 Atlas Food A/S shall be entitled to disclose specific information including, but not limited to, corporate documents, permits, and test results, which Atlas Food A/S receives from the Buyer to other parties for the purpose of sourcing the goods, or for any other purpose which Atlas Food A/S deems relevant.

13. HARDSHIP-CLAUSE

13.1 If there has been a substantial change in business, monetary, or commercial conditions beyond Atlas Food A/S' control prior to the delivery of goods, and this results in an agreement that will become excessively onerous for Atlas Food A/S, Atlas Food A/S may notify the Buyer that it wishes to meet and review the conditions of the agreement in the light of the changed conditions.

13.2 The Buyer shall meet with Atlas Food A/S to discuss and to negotiate in good faith alternative contractual terms which reasonably relieve Atlas Food A/S from such hardship. If no agreement on a mitigation of the events is reached within seven (7) calendar days from the date of Atlas Food A/S' request for such meeting, Atlas Food A/S shall be entitled to terminate the agreement. Such termination shall not be considered a breach of contract and any liability is excluded.

14. GDPR

14.1 The Buyer shall comply with all applicable data protection laws, including but not limited to, the General Data Protection Regulation 2016/679. This includes that the Buyer shall maintain reasonable technical and organizational security measures to protect the personal data of its contractors, employees and other individuals and shall immediately notify Atlas Food A/S in the event of a breach of security impacting Atlas Food A/S. Further, the Buyer shall at no cost provide reasonable assistance to Atlas Food A/S with the remediation, notification and other obligation required under the applicable data protection laws.