

# GENERAL TERMS & CONDITIONS FOR REPAIR WORK

## 1. APPLICATION

These terms apply to any repair work performed by a member of SANOVO TECHNOLOGY GROUP (hereinafter: "SANOVO").

The terms do not apply in the following situations, which are governed by separate terms:

- a) General terms of supply of equipment (with or without installation)
- b) General terms for supply of spare parts

The terms may apply to SANOVO's delivery of spare parts in connection with repair work, see Clause 7.1.

Any general conditions of the other party (hereinafter referred to as "the Buyer"), shall not be applicable.

## 2. SCOPE OF REPAIR

### 2.1. The Contract

SANOVO shall perform repair work in accordance with any written contract between SANOVO and the Buyer concerning repair work to be performed by the SANOVO (hereinafter: The Contract).

Unless otherwise agreed upon in writing between the parties, the scope of the repair work consists of the following:

- Fault tracing
- Remedying of the defect
- Provision and replacement of spare parts
- Functional check
- Assistance at testing
- Instruction and Training

Lunch breaks and short coffee breaks are included in the daily work hours.

## 3. PRICE AND PAYMENT

### 3.1. Price estimate

Upon request SANOVO can provide the Buyer with a price estimate after fault tracing, but before undertaking any remedying or other work. The price estimate shall not be binding, but SANOVO shall inform the Buyer if it becomes apparent that the final price will exceed the estimate by more than 10 percent.

### 3.2. Agreed price

Unless the parties have agreed on a lump sum for the repair-work, the repair work shall be carried out on a time basis. In that case SANOVO's invoice shall specify the following items separately where applicable:

- labor costs;
- time and costs for travel, board and lodging;
- transport costs;
- costs of spare parts;
- costs of other material which has been used;
- waiting time, overtime and additional costs caused by the Customer
- Other costs, if any.

The charges for each item shall be in accordance with the norms and price lists currently applied by SANOVO.

### 3.3. Non-completion

If the Customer at any stage chooses not to proceed, or if the repair work is not carried out or completed due to any other reason than negligence of SANOVO, the Buyer shall pay SANOVO for the work he has performed at SANOVO's current rates, including fault tracing, making the price estimate and any documented costs incurred in performing the work.

### 3.4. Effective payment

Whatever the means of payment used, payment shall not be deemed to have been effected before SANOVO's account has been irrevocably credited for the amount due.

### 3.5. Interest

If the Buyer fails to pay by the stipulated date, SANOVO shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percent- age points above the rate of the main refinancing facility of the European Central Bank. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

## 4. PREPARATORY WORK AND TECHNICAL DOCUMENTATION

Where the repair work is to be carried out at the premises of the Buyer, the Buyer shall ensure that SANOVO's personnel is able to start work in accordance with the agreed time schedule and to work during normal working hours.

The Buyer shall provide the technical documentation (e.g. up to date drawings, descriptions, charts, instructions and the operation and maintenance log) in his possession, which is necessary for carrying out the agreed repair work.

## 5. WORKING CONDITIONS

The Buyer has a duty to secure clean, proper and suited working conditions for SANOVO's personnel, including but not limited to;

- a) informing SANOVO in writing of all relevant safety regulations in force at the site. The repair work shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before the repair work is started and shall be maintained.
- b) availability of all necessary cranes, lifting equipment and equipment for transport on the site, auxiliary tools, machinery, materials, and supplies.

- c) availability of necessary storage facilities, providing protection against theft and deterioration of the Product, the tools and equipment required for the repair work, and the personal effects of the SANOVO's personnel.

Regardless of the cause for such inability to ensure the working conditions the Buyer shall reimburse SANOVO for any additional costs that the latter incurs due to the breach of the obligation to ensure the correct working conditions.

## 6. TIME FOR COMPLETION

A time agreed for completion shall be binding only to the extent that this has been expressly stipulated as such in writing.

## 7. SPARE PARTS

### 7.1. Application of these terms

Unless the Contract specifically refers to SANOVO's "Terms for supply of spare parts", the present terms also cover delivery of spare parts in connection with the repair work.

### 7.2. Passing of risk

Any agreed trade term shall be construed in accordance with the INCOTERMS® 2010.

If no trade term has been specifically agreed, delivery is FCA - Free Carrier (named place).

### 7.3. Retention of title

The spare parts shall remain the property of SANOVO until paid for in full to the extent that such retention of title is valid under the relevant law. The Buyer shall at the request of SANOVO assist in taking any measures necessary to protect SANOVO's title to the spare parts.

The retention of title shall not affect the passing of risk under Clause 7.2.

## 8. INSPECTION AND NOTIFICATION

The Buyer must inspect without undue delay after performing of the work/delivery of spare parts and notify SANOVO of any defects. The period for inspection and notification can under no circumstances exceed 4 weeks, unless the defect in question could not be detected by a reasonable inspection. The notice shall contain a description of the defect.

Where the defect is such that it may cause damage, the Buyer shall immediately inform SANOVO. The Buyer shall bear the risk of damage to the Product resulting from his failure so to notify. The Buyer shall take reasonable measures to minimize damage and shall in that respect comply with instructions of SANOVO.

## 9. SANOVOS LIABILITY FOR DEFECTS

### 9.1. Limited warranty

Subject to the following sections, SANOVO shall be obligated to remedy any defects which appear within a period of 6 months after the work was performed. SANOVO's liability for spare parts, cf. Clause 7, shall only apply to defects which become apparent within 12 months after the installed part in question was delivered to the Buyer.

### 9.2. Limitations

SANOVO shall not be liable for incorrect use of the equipment, incorrect daily care by the Buyer, faulty maintenance, or defects as a consequence of normal wear and tear.

### 9.3. The buyer's obligation to notify

If the Buyer fails to notify SANOVO in writing of a defect within the time limits set forth in Clause 8, the Buyer loses the right to have the defect remedied.

### 9.4. SANOVO's obligation to remedy defects

On receipt of the notice under Clause 8, SANOVO is obligated to, at its option, a) repair the defective part of the equipment, b) replace the defective part of the equipment or c) give the Buyer a reduction of the purchase price corresponding to the value of the defective part of the equipment.

Defective parts which have been replaced shall be made available to SANOVO and shall be his property.

### 9.5. No defects

If the Buyer has given such notice as mentioned in Clause 8 and no defect is found for which SANOVO is liable, SANOVO shall be entitled to compensation for the costs he incurs as a result of the notice.

## 10. LIABILITY

### 10.1. Damage on the Buyers equipment

The risk of loss or damage to the Buyers equipment while outside the Buyer's premises for the purpose of repair shall be borne by the Buyer, unless such loss or damage is due to the negligence of SANOVO.

If defects in SANOVO's work or parts provided by SANOVO may cause damage to property, the Buyer shall take any immediate measures, which are necessary to prevent or mitigate such damage.

### 10.2. Force majeure and Hardship

Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause.

A circumstance referred to in this Clause whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

Should any Force Majeure event, while not preventing either Party from performing any of its obligations hereunder, cause either Party inequitable hardship with respect to the performance and cost of such obligations, and the Party can demonstrate this by competent proof, then both Parties shall negotiate in good faith an equitable way to renegotiate the Contract according to the new circumstances. If negotiation is not in the Parties' interest, the Contract can be terminated without liability for the terminating party.

### 10.3. Product liability

If SANOVO incurs liability towards any third party for loss or damage arising in connection with performance of the Contract,

the Buyer shall indemnify, defend and hold SANOVO harmless.

**10.4. Punitive damages and consequential loss**

Neither party shall be liable towards the other party for punitive damages, loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss.

The Buyer shall be obliged to be summoned to the court or arbitral tribunal examining claims for damages lodged against SANOVO on the basis of damage allegedly caused by the work or delivered parts.

**11. BUYER'S DELAY**

The Buyer shall immediately notify SANOVO if he cannot let SANOVO carry out the repair work at the agreed time. Any agreed time for completion of the repair work may then be extended as necessary having regard to all relevant circumstances.

Regardless of the cause for such delay the Buyer shall reimburse SANOVO for any additional costs that the latter incurs due to the delay.

**12. BUYER'S DEFAULT**

Without prejudice to all other rights and claims, SANOVO may, at its sole discretion, suspend its performance of the Contract or avoid the Contract in whole or in part, if the following event occurs in respect of the Buyer:

- a) has ceased to exist, or
- b) has been converted into a different legal entity, e.g. by merger, or,
- c) has initiated liquidation proceedings.

**13. JURSDICTION AND APPLICABLE LAW**

**13.1. Jurisdiction**

Any dispute arising out of or in connection with the Contract, including disputes relating to the existence or validity of the Contract, is to be settled by arbitration before the Danish Institute of Arbitration under the Rules of Arbitration Procedure of Danish Arbitration applicable when the arbitration commences.

Where the disputed subject-matter amounts to less than DKK 1 mill. / EUR 135,000, such dispute is to be settled by simplified arbitration before the Danish Institute of Arbitration under the Rules of Arbitration Procedure of Danish Arbitration applicable when the arbitration commences.

Whether the dispute is to be settled before the ordinary or simplified arbitration, arbitration is to be held in Odense and in the English language.

**13.2. Applicable law**

The Contract is governed by Danish law.

**14. MISCELLANEOUS**

**14.1. Language**

The controlling language for the Contract, including these terms, is the English language. Any translation into another language is for reference and accommodation purposes only and therefore has no legal effect. In case of any discrepancy in the interpretation of the Contract or in connection with all correspondence, plans, lists, documents, records, documentation, etc., the English version of the Contract prevails over any translation of the corresponding documents.

**14.2. Notices**

All notices or other communications to be given or made under the provisions of this Contract must be in writing in the English language to the address stipulated in this Contract. Each such notice or communication must be deemed to have been duly given or made when they are made as follows:

- a) sent by ordered letter to the recipient, with the date of delivery is the date of the receipt of the registered letter;
- b) sent by courier mail with date of delivery being the date of the courier company proof of delivery;
- c) sent via fax with fax delivery confirmation. Date of delivery of notification is considered the date of sending of fax notification approved by the Buyer;
- d) sent by email; the date of delivery of notification is considered the date of sending of email, but only if from the recipient was received an electronic notification that the letter was opened or answer of recipient.

**14.3. Documentation**

SANOVO reserves the right to document its provision of service using video and camera recordings. The recordings are only for internal use by SANOVO.

**14.4. Non-waiver of rights**

The failure of SANOVO to enforce any of its rights shall not be construed as a waiver of the right of SANOVO to enforce the clause thereafter, nor shall it be construed to be a waiver of any other provision.

**14.5. Severability**

If any provisions in the Agreement or these terms are held invalid or unenforceable in part or whole, it shall not impair the validity and enforceability of the remaining provisions.

**14.6. Changes**

SANOVO reserves the right to amend or supplement these terms from time to time. The current terms are always found at our webpage.

**15. EU-COMPLIANCE**

SANOVO TECHNOLOGY Group is in compliance with the following regulations in regard to materials in contact with food:

- Regulation (EC) No. 1935/2004 on Materials and Articles intended to come into contact with Food.
- Regulation (EC) No. 2023/2006 on Good Manufacturing Practice for Materials and Articles intended to come into contact with food.

We treat your personal data confidentially. Please read our privacy policy (<https://www.sanovogroup.com/legal/privacy/>) that explains how we use the personal data that you provide in connection with the ordering procedure and general use of our website.

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We support and follow the Thornico CSR policies (Company Karma Policies) as well as we expect our business partners to respect the Thornico CSR Policies or similar principles. Please find the policies at <https://www.thornico.com/company-karma/>