

General terms for supply of equipment

1. APPLICATION

These terms apply to any offer, quotation or agreement to supply machines and/or equipment, by a member of SANOVO TECHNOLOGY GROUP. In the following terms, "SANOVO" refers to the particular member of SANOVO TECHNOLOGY GROUP, which acts as a contracting party according to any express agreement between the parties, e.g. an order confirmation/acknowledgement or similar (hereinafter referred to as "the Agreement").

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

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

- a) General terms for delivery of equipment including installation
- b) General terms for supply of spare parts
- c) General terms for repair work

2. SCOPE OF SUPPLY

2.1. The Product

SANOVO is obligated to deliver machines and other equipment (hereinafter referred to as "the Product") in accordance with the Agreement.

2.2. Other material

All information and data contained in general product documentation and pricelists, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the Agreement. This includes any indication of output in the tender material, which is therefore to be considered only as an estimated output and therefore only binding to the extent that the Agreement expressly refers to it in writing

2.3. Consulting and advising in addition to contractual services

SANOVO cannot be held liable for damage or other losses suffered by the Buyer as a result of consulting or advising beyond the contractual services. This includes any advice or design material concerning water supply, airing, which is not a direct part of SANOVO's obligations according to the contract.

3. PAYMENT

3.1. Time for payment

Unless otherwise agreed, the purchase price for the machines is payable by 50% at the formation of the Contract and by 50% when the Contractor notifies the Purchaser that the machines are ready for delivery.

In all circumstances, the total Agreement price, incl. machines and any supervision or installation, is due for payment not later

than 3 months after the dispatch of the machines from SANOVO.

3.2. Payment for supervision

If the Agreement includes "Supervision of installation", cf. Clause 7, payment for supervision shall, unless agreed otherwise, be invoiced against monthly invoices concerning the supervision carried out.

3.3. 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.

3.4. 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 percentage 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.

3.5. Suspension

In case of late payment SANOVO may, after having notified the Buyer in writing, suspend performance of the Agreement until payment is received. SANOVO is further entitled to close for access to any computer software supplied by SANOVO.

3.6. Avoidance

If payment is delayed by more than 3 months SANOVO shall be entitled to terminate the Agreement by notice in writing to the Buyer and, in addition to the interest and compensation for recovery costs according to this Clause, to claim compensation for the loss he incurs. Such compensation shall not exceed the agreed purchase price.

4. RETENTION OF TITLE

The Product 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 Product.

The retention of title shall not affect the passing of risk under Clause 6.1.

5. ACCEPTANCE TEST

5.1. Acceptance test

If the Agreement provides for an acceptance test, such a test shall, unless otherwise agreed, be carried out at the place of manufacture. SANOVO shall notify the Buyer in writing of the acceptance tests in sufficient time to permit the Buyer to be represented at the tests. If the Buyer is not represented, the test report shall be sent to the Buyer and shall be accepted as accurate.

5.2. Deficiencies

If the acceptance tests show the Product not to be in accordance with the Agreement, SANOVO will remedy any deficiencies in order to ensure that the Product complies with the Agreement. New tests shall then be carried out at the Buyer's request, unless the deficiency was insignificant.

5.3. Costs

SANOVO shall bear all costs for acceptance tests carried out at the place of manufacture. The Buyer shall however bear all travelling and living expenses for his representatives in connection with such tests.

5.4. Commissioning of equipment

If the Buyer puts the equipment into operation, hereunder commercial operation, it is deemed fully accepted by Buyer.

5.5. Adjustment period

After the equipment is accepted by the Buyer, adjustment of the equipment must be expected for a certain period.

6. DELIVERY

6.1. Passing of risk

Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the Agreement.

If no trade term has been specifically agreed, delivery is Ex works (EXW). If in the case of delivery Ex Works (EXW) SANOVO, at the request of the Buyer, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier.

6.2. Partial delivery

Unless otherwise agreed, partial delivery is permitted.

6.3. Failure to take delivery

If the Buyer fails to accept delivery at the time for delivery, he shall nevertheless pay any part of the purchase price which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. SANOVO shall arrange for storage of the Product at the risk and expense of the Buyer.

SANOVO may by notice in writing require the Buyer to accept delivery within a final reasonable period. If the Buyer fails to accept delivery within such period, SANOVO may terminate the parties agreement in whole or in part. SANOVO shall then be entitled to compensation for the loss suffered by reason of the Buyer's default, including any consequential and indirect loss.

6.4. Inspection and notification

The Buyer must inspect without undue delay after receipt of the Product 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.

Where the parties have agreed that SANOVO is liable for the delivery of the Product, the Buyer, upon receipt, must notify SANOVO in writing within 48 hours about any freight damage. Where the Buyer fails to do so, the Buyer himself will pay any costs involved with the damage.

7. SUPERVISION OF INSTALLATION

7.1. Installation is supervised by SANOVO

If the Agreement includes supervision of installation, SANOVO will provide the Buyer with one or more employees to supervise the Buyer's installation of the Product. The installation is performed by the Buyer who must provide the necessary manpower and equipment on his own account.

7.2. Costs

Unless otherwise agreed by the Parties, an agreed price for supervision of installation only includes airplane tickets and a specified number of working days. Any other costs related to the supervision, including all local expenses, are not included and must be paid separately.

7.3. Working conditions

The Buyer has a duty to secure proper and suited working conditions for SANOVO's employees, including making the necessary safety measures, to secure access to rest, sleeping/overnight and canteen facilities as well as locked store rooms.

7.4. Work not covered by the contract

The Buyer shall not be entitled to use the SANOVO's staff to perform any work not covered by the Agreement without the previous written consent from SANOVO.

7.5. Local laws and regulations

Unless otherwise expressly agreed, the Buyer takes the responsibility and liability to secure compliance with relevant local laws and regulations.

7.6. Delay/Suspension of supervision

If the supervision is suspended for a cause for which SANOVO is not responsible, SANOVO is entitled to:

- Compensation for any extra work or waiting time resulting from the delay, as well as any other documented costs, and
- recall his staff at the expense of the Buyer

If the supervision is suspended by more than 3 months, SANOVO is entitled to terminate the Contract with immediate effect.

7.7. Time of delivery

Any time for delivery or installation mentioned in the Agreement shall be observed insofar as possible. The mere exceeding of the delivery term, however, shall only cause SANOVO to be in default, if the delay is substantial under the circumstances.

8. BUYERS DEFAULT

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

- a) has failed to perform under the Agreement, cf. Clause 3.5 and Clause 6.3, or
- b) has ceased to exist, or
- c) has been converted into a different legal entity, e.g. by merger, or,
- d) has become insolvent, including but not limited to initiation of liquidation proceedings, bankruptcy proceedings, reconstruction proceedings etc.

9. SANOVOS LIABILITY FOR DEFECTS

9.1. Limited warranty

Subject to the following sections, SANOVO shall be obligated to warrant that the Product is of standard quality and operable and free from material defects. The duration of this limited warranty is 2000 operating hours (based on eight [8] hours per day and five [5] days a week) or 12 months from installation or 18 months from delivery EXW, whatever occurs first. Remedy any defects which appear within a period of one year from delivery. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.

9.2. Limitations

SANOVO shall only be liable for defects which appear under the conditions of operation provided for in the Agreement and under proper use of the Product.

SANOVO shall not be liable for defects caused by circumstances, which arise after the risk has passed to the Buyer, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by the Buyer or to alterations carried out without the SANOVO's consent in writing.

SANOVO is not liable for defects arising out of faulty supplies from external partners having been taken on or designated by the Buyer. This applies whether the Agreement to the external partner or the external partner's services has been arranged by SANOVO.

SANOVO shall neither be liable for normal wear and tear nor for deterioration.

9.3. The buyers obligation to notify

If the Buyer fails to notify SANOVO in writing of a defect within the time limits set forth in Clause 6.4, the Buyer loses the right to have the defect remedied.

9.4. SANOVOS obligation to remedy defects

On receipt of the notice under Clause 6.4, SANOVO is obligated to, at its option, a) send one or more employees to repair and/or replace the defective part of the Product, b) demand that the Buyer uninstalls and sends the defective parts of the Product to SANOVO for repair, c) send a replacement to the defective part of the Product for the Buyer to install or d) give the Buyer a reduction of the purchase price corresponding to the value of the defective part of the Product.

If SANOVO choose to perform the repair itself, the Buyer shall at his own expense provide access to the Product and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the defect.

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 Clauses 6.4 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. Force majeure

Either party shall be entitled to suspend performance of his obligations under the Agreement 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 Agreement shall give a right to suspension only if its effect on the performance of the Agreement could not be foreseen at the time of the formation of the Agreement.

10.2. Damage caused by the Product

SANOVO shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Buyer. Nor shall SANOVO be liable for any damage to products manufactured by the Buyer or to products of which the Buyer's products form a part.

If SANOVO incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Buyer shall indemnify, defend and hold SANOVO harmless.

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 Product.

10.3. Consequential loss

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

11. INTELLECTUAL PROPERTY AND TRADE SECRETS

11.1. Drawings and technical documents

All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Agreement, shall remain the property of the submitting party. Unless expressly stated in the Agreement, SANOVO and its suppliers maintain all intellectual property rights to the Products.

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

11.2. Trade secrets

Neither of the Parties may use or communicate to third parties know-how which has not entered the public domain or trade secrets which a party may have learnt in any way through his activity in connection with the Agreement.

12. DISPUTE SETTLEMENT AND APPLICABLE LAW

12.1. General

Any dispute arising out of or in connection with the Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration in the country where SANOVO (i.e. the contracting member of SANOVO TECHNOLOGY GROUP, cf. Clause 1), is domiciled, and the Agreement shall be governed by the substantive law of the same country.

12.2. Fallback-rule

Sub-section 1 applies only if the contracting member of SANOVO TECHNOLOGY GROUP is domiciled in Denmark, Italy or the Netherlands. If the Agreement is concluded by a member of SANOVO TECHNOLOGY GROUP domiciled in another country, the choice of law shall be Danish law and the seat of arbitration shall be Copenhagen, cf. sub-section 3 below.

12.3. Seat of arbitration, language and choice of institute

If the contracting member of SANOVO TECHNOLOGY GROUP is domiciled in Denmark, or if the fallback-rule in sub-section 2 applies, the seat of arbitration shall be Copenhagen, the language shall be English and the arbitration shall be administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The number of arbitrators shall be three.

If the relevant member of SANOVO TECHNOLOGY GROUP is domiciled in Italy, the seat of arbitration shall be Milan, the language shall be English and the arbitration shall be settled by the Rules of the Milan Chamber of Arbitration (the Rules), by three arbitrators, appointed in accordance with the Rules.

If the relevant member of SANOVO TECHNOLOGY GROUP is domiciled in the Netherlands, the seat of arbitration shall be Amsterdam, the language shall be English and the arbitration shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The number of arbitrators shall be three.

13. MISCELLANEOUS

13.1. Language

The controlling language for the Agreement, 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 Agreement or in connection with all correspondence, plans, lists, documents, records, documentation, etc., the English version of the Agreement prevails over any translation of the corresponding documents.

13.2. Notices

All notices or other communications to be given or made under the provisions of this Agreement must be in writing in the English language to the address stipulated in this Agreement. 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 to a specified fax number, and 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.

13.3. Documentation

SANOVO reserves the right to document the installation and start-up of the equipment using video and camera recordings. The recordings are only for internal use by SANOVO.

14. 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 (located here: <https://www.sanovogroup.com/privacy-policy/>) that explains how we use the personal data that you provide in connection with the ordering procedure and general use of our website.