

## 1. Application of Terms

1.1 These General Terms and Conditions of Sale ("General Terms") together with the order confirmation govern the sale of molded fiber products ("Products") by Brødrene Hartmann A/S and its subsidiaries ("Seller") to its customers ("Buyer"). Any changes to these General Terms are only valid if agreed upon by both parties in a contract. The Buyer's own terms or terms printed on quotations, requests for offers, or orders are not binding on the Seller.

1.2 In all cases of bilingualism – terms and conditions, Purchase Agreement, SLA, etc., the English version of the agreed shall prevail.

## 2. Order Process

2.1 All offers from the Seller are invitations for the Buyer to place an order.

2.2 Orderlines must consist of a minimum of six (6) pallets.

2.3 An order becomes binding only after the Seller accepts it and confirms the delivery date. When a customer specific product is ordered, the Buyer cannot change such order or requested specifications, including any graphical design, unless such change is expressly accepted in writing by the Seller. The Seller never accepts changes submitted less than four (4) weeks to the confirmed delivery date. Orders for Trays can be cancelled or amended up to (2) two weeks before the confirmed delivery date.

2.4 The Seller may claim reasonable expenses for canceled orders, including customization costs (e.g. label expenses, etc.).

## 3. Delivery and Right of Postponement

3.1 Delivery takes place according to the relevant delivery terms under Incoterms 2020. Standard delivery by the Seller will be DAP for truck deliveries. The truck deliveries are full truck loads (FTL) from one of the Seller's factories to an unloading point at the Buyer. The Buyer can request non-FTL deliveries against a surcharge. Other delivery terms under Incoterms 2020 can be agreed between the parties and must be stated on the order confirmation.

3.2 The Products will be transported according to Hartmann standards. The deliveries are on pallets and the Products are protected during transportation.

3.3 At delivery, the Buyer shall immediately carry out a thorough and adequate inspection of the delivered Products to detect any visible damage as well as verify proper fulfilment of the order in accordance with the Delivery Note. If the Buyer doesn't notify on the CMR consignment note any visible non-conformity, the claim will be rejected.

3.4 The Seller is entitled to deliver in installments or postpone delivery, by given two weeks' notice. If the postponement consists of max. one (1) pallet, the delivery can - without notice - be postponed or the orderline can be amended.

3.5 If delivery does not take place in accordance with the confirmed delivery date, the Buyer must without delay provide clear notice to the Seller demanding a new and final reasonable delivery date. If delivery does not take place in accordance with the new agreed delivery date, the Buyer is without delay entitled to cancel the order. The Buyer must refer to the new delay as the reason for cancelling the order. The Buyer's cancellation of an order is in full and final settlement and shall not entitle the Buyer to claim any damages or compensation.

3.6 If the Buyer does not take delivery (whether fully or partly) according to the Incoterms and delivery date agreed, the Buyer shall pay as if delivery had been made, and the Seller is entitled to damages from the Buyer for any loss suffered due to non-delivery including additional transportation and storage costs. In case of circumstances out of the Buyer's control, e.g. fire or other force majeure circumstances, the Seller may allow the Buyer to postpone a delivery. The Seller is entitled to charge the Buyer for the reasonable costs associated with the postponement.

#### **4. Passing of Risk and Title**

4.1 Risk with respect to accidental destruction or damage to the Products shall pass to the Buyer in accordance with the Incoterms stated on the order confirmation.

4.2 Ownership remains with the Seller until full payment is received, including any accrued costs and interest.

#### **5. Prices and Payment terms**

5.1 Payment for products and services is charged according to the applicable price list at any given time.

5.2 Prices quoted by the Seller exclude VAT and any other applicable taxes and duties.

5.3 The Seller reserves the right to apply VAT and other duties based on prevailing tax regulations at the time of invoicing.

5.4 Invoices for products are issued upon shipment, and for services upon completion. The Buyer shall pay the Seller as stated in the order confirmation or in the absence hereof within 30 days from the date of the invoice.

5.5 The Buyer is not permitted to set off any amounts owed to the Seller against other claims.

5.6 Prices are subject to change with 30 days' notice – also for already confirmed orders. The Buyer may cancel the order within 8 days of receiving such notification.

5.7 The Seller may impose a temporary energy surcharge (TES) to cover increased energy costs beyond their control.

5.8 The Seller reserves the right to request prepayment or other suitable security for the purchase price. Failure to provide prepayment or adequate security may result in order termination or withholding of Products.

5.9 If the Buyer fails to make payment by the due date, the Seller may refuse further deliveries or recall delivered Products until full payment is received.

5.10 Late payments may incur default interest calculated from the due date at the then-current Euribor 3-month rate plus 1% per month. Additional costs related to late payment may also be charged, such as legal consultation fees, letter of demand, etc.

#### **6. Defects and Complaints**

6.1 A Product is considered defective if, at the time of delivery, it either (i) fails to meet specific specifications, including graphical design, as agreed in the order confirmation, or (ii) contains material or workmanship defects deemed significant under Danish law.

6.2 The Seller is committed to ensuring conformity with all placed orders. In the event of non-conformity, the Buyer must notify the Seller promptly and in writing, without undue delay. Such claims must be submitted no later than three (3) months after the risk passes to the Buyer.

6.3 The Buyer is required to take reasonable steps to mitigate any loss incurred. The Buyer must cooperate in establishing and documenting any claimed defect.

6.4 If the Seller acknowledges a claim, the Seller, at its sole discretion, will provide one of the following remedies for the defect: (i) replace the Product in question free of charge at the original delivery place, (ii) remedy the defect, (iii) refund to the Buyer the price of the Product or (iv) a combination hereof. The Buyer is not entitled to any other remedy for breach and the Buyer is consequently not entitled to damages or compensation for losses and costs which the Buyer may incur due to a defective Product, including costs in relation to repair or a replacement delivery.

## **7. Product Liability**

7.1 In addition to the liability limitations outlined in section 8, the Seller assumes responsibility for personal injury and death caused by a Product only if it can be proven that such harm directly resulted from the Product and was a consequence of the Seller's failure or negligence, or that of parties for whom the Seller is accountable.

7.2 The Seller bears no liability for any damage to real or personal property arising after Product delivery. Furthermore, the Seller is not accountable for any harm caused by the Products to items manufactured or stored by the Buyer.

7.3 The Buyer is obligated to indemnify, defend, and absolve the Seller from any other claims of product liability brought forth by third parties.

7.4 The Product is intended solely for the designated purpose outlined in the product specifications. Any other usage is strictly prohibited, and the Seller cannot be held liable for such unauthorized use.

## **8. Limitation of Liability**

8.1 The Buyer shall notify the Seller of any mandatory regulations of relevance for the Buyer's use of the Products, including any packaging and graphical design. The Buyer cannot raise a claim against the Seller in case such regulations are not adhered to unless the Seller expressly in writing has accepted to provide the Products in accordance with the specific regulation. Furthermore, the Buyer is liable for all labels, trademarks, descriptions, graphical designs, etc. on the Product to the extent such have been provided or approved by the Buyer.

8.2 In no event shall the Seller be liable for any indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, loss of profits, loss of business, lost sales or contracts, loss of goodwill, damages or penalties paid by the Buyer to third parties, loss of opportunity or otherwise, in connection with or arising out of an order.

8.3 The Seller shall in no event be liable for any claims, liability, losses, damages, costs or expenses for an amount in excess of the value of the Product under each order.

8.4 The Seller can in no event be liable for costs, losses or damages due to recall of the Buyer's products regardless of whether such recall is due to the Product contaminating the Buyer's products, wrongful labelling or otherwise.

8.5 The Seller is not liable for costs, losses, damages or taxes/fees paid by the Buyer to any third party due to deviations in product weight. The product weight can deviate from the weight specified in the product specification, as the weight of the product may vary according to surrounding conditions (heat, moisture, etc.). The Buyer is advised to weigh the Products in the Buyer's own environment to ensure compliance with local legislation.

## **9. Force Majeure**

9.1 The Seller is not in breach of its obligations if performance is prevented by a force majeure event. Limitation of liability exists as long as the force majeure event exists and for a reasonable period thereafter in order to provide the Seller a reasonable opportunity to deliver the Product. Force Majeure shall include events beyond the reasonable control of the Seller or which the Seller should not have foreseen at closing. Examples of force majeure are unusual natural and weather conditions, such as flooding, volcanic eruption and cloudburst, as well as war, terrorism, fire, vandalism, lack of energy resources, labor disputes, epidemic or pandemic, or underperformance by a subcontractor.

## **10. Intellectual Property Rights**

10.1 Unless provided by the Buyer specifically for use on Products such as an agreed graphical design, all rights of any kind to products, drawings, prints, designs, technical data, sample products, devices, know-how, moulds and tools, production facilities, etc. remain the property of the Seller. This applies even if the Seller and the Buyer jointly have developed the product, etc. The above-mentioned items are at the Seller's disposal at all times and for any purpose.

10.2 Information of any kind subject, to section 10.1, may not without the Seller's written consent be used by the Buyer, copied, transmitted or otherwise communicated to a third party.

10.3 The Buyer assumes all responsibility for the use of patents, design, trademark, technical information, or part thereof, when used at the Buyer's request. The Buyer shall indemnify, defend and hold the Seller harmless against any liability, claims and costs incurred due a claim from third party of an infringement caused by such patents, design, trademarks, etc.

## **11. Sanctions and export control**

11.1 In the event that the Buyer becomes subject to any relevant sanctions, restrictive measures, or embargoes imposed by the United Nations, the European Union, the United States of America, or any other relevant governmental authority, the Seller reserves the right to terminate all business relations (orders, agreements, etc.) with the Buyer without any liability. The cancellation will be immediate and without notice. Outstanding payments will be invoiced accordingly.

11.2 Any goods purchased from the Seller can under no circumstances be redistributed to a 3rd party or country subject to sanctions – e.g. UN, UK, EU or US sanctions. The Buyer is obliged to take all necessary steps to avoid such redistribution and must declare this to the Seller separately on request.

11.3 This termination right is in addition to and not in limitation of any other rights or remedies that may be available under this agreement or applicable law.

## **12. Right of Assignment**

12.1 The Seller is entitled to transfer or assign execution of an order placed by the Buyer to any third party.

12.2 The Buyer may not assign any order (whether confirmed by the Seller or not) without the Seller's prior written consent.

## **13. Amendments to the General Terms**

13.1 The Seller reserves the right to amend these General Terms. The current and updated version is always available on the Seller's website, [www.hartmann-packaging.com](http://www.hartmann-packaging.com).

## **14. Governing Law and Venue**

14.1 These General Terms and any order required delivery of Products and the actual delivery of Products shall be governed by and construed in accordance with the laws of Denmark disregarding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply.

14.2 Any dispute shall be brought before the City Court of Copenhagen.