

Sales and Delivery Terms



Majland A/S – general terms for the sale and delivery of nursery products

1. **Applicability:** Unless otherwise required by law or specified in a written agreement between the parties, all quotations, sales and deliveries from Majland A/S or its subsidiaries, as appropriate, hereinafter called the Seller, shall be made under the following general sales and delivery terms, which shall take precedence over any provisions in the Buyer's purchase order/letter of acceptance.

2. **Quotations and order confirmation:** Quotations shall be valid for fourteen (14) days from the date on which they are given unless otherwise agreed. A final agreement on delivery is not entered into until the Buyer's receipt of our written order confirmation, only the content of which is binding for the Seller, provided that the order confirmation is countersigned by the Buyer and returned to the Seller within eight (8) days of the order confirmation date. The plants must be removed no later than the first coming 30.04 after issuing the order confirmation, unless otherwise agreed.

3. **Sorting and customer labelling:** All preparation and sorting is in accordance with the current quality and sorting description prepared by Majland A/S, which may be viewed on www.majland-europe.com, to which the Buyer is referred. If Majland sources from an external supplier, only the external supplier's sorting and quality regulations apply. Our customers will always be made aware of any external sourced material.

4. **Global G.A.P.:** All of the Green Team group's Global G.A.P. certified companies are assigned unique identification numbers (GGN, GLN and sub-GLN) and per the GLOBALG.A.P.'s guidelines, which can be found on the website: www.greenteam-europe.com, to which separate reference is made. The identification numbers are solely for the use of the respective GLOBALG.A.P. certified companies in the Green Team group. Any abuse of these identification numbers is prohibited, and the customer must follow Global G.A.P.'s best practices in terms of tracking and labeling using these identification numbers, for example, customers may not label other manufacturers products with the Green Team group's GGN, GLN or Sub GLN, nor is the customer allowed to mix the Green Team group's GGN, GLN or Sub-GLN-labeled products with non-certified products.

5. **Prices / freight / insurance:** The price covers only the services and goods agreed in the quotation, order confirmations and contracts. Prices are FCA according to Incoterms from one of the Seller's business addresses in Europe, which shall be specifically agreed and will be specified in the order confirmation, unless otherwise agreed separately. All of the Seller's prices are exclusive of the costs of issuing any plant and health certificates and any documents of completion and freight. If the Buyer so wishes, the Seller will assist in arranging freight and insurance for the Buyer, which shall then be invoiced separately. From 01.01.2019, packaging will be invoiced separately. Package share will amount to DKK 25 ex. VAT per carton / bag. And DKK 50 per pallet. When delivering goods for less than DKK 10,000 incl. VAT will there be imposed a handling fee of 500 kr. delivery.

6. **Terms of payment:** Payment shall be received by the Seller within fourteen (14) days of the invoice date unless otherwise agreed in writing. Payment after the due date shall incur interest at the rate of 1.5% per month. Delivery is on the condition that Majland A/S will obtain full credit insurance from its credit insurance company covering the full value of the order. Alternatively, security must be provided in the form of either a bank guarantee on demand or payment in advance.

7. **Delivery and time of delivery:** Delivery shall be in accordance with the lat-

est edition of INCOTERMS. Delivery shall be EX WORKS if no special delivery clause is agreed. If the Buyer wishes the Seller to arrange freight and insurance, delivery shall, however, still be deemed to have been made EX WORKS, and dispatch shall be at the Buyer's expense and risk.

On the order confirmation a desired delivery time or date will be stated. The delivery time is counted from the date of the written order confirmation. Unless otherwise expressly agreed, a postponement of the delivery time by 30 days because of the Seller's circumstances shall be deemed to be on time delivery in every respect, and the Buyer may not make any claims against the Seller on these grounds. Neither shall such circumstances at the Buyer give the Buyer any right to cancel the order or refuse to accept the goods on delivery. If delay in delivery is attributable to the Seller's being in a situation as specified in point 9 (force majeure), the delivery time shall be postponed by the duration of the impediment. This provision applies regardless of whether the delay occurs before or after the expiry of the agreed delivery time.

8. **Retention of ownership:** With the limitations specified by law, the Seller shall retain ownership of the sold goods until the full purchase price plus costs and interest have been paid to the Seller or to the entity to which the Seller has transferred its rights.

9. **Force majeure:** The following circumstances shall not incur any liability upon the Seller if they prevent performance of the agreement or make such performance unreasonably burdensome: labor conflict at the Seller and all other circumstances over which the parties have no control such as fire, war, mobilization or unforeseen military callus of equivalent extent, seizure, currency restrictions, unrest and civil commotion, lack of transport available to the Seller and/or third party, ordinary scarcity of goods, fuel and/or power restrictions, lack of or delay in deliveries from suppliers etc., attack by insects, bad weather, in particular including freezing, snow and rain if the weather causes that the delivery time is postponed.

10. **Complaints:** Legitimate complaints made in due time will be rectified by Majland A/S as soon as possible. Complaints shall be made in writing immediately after the receipt of the goods and no later than two (2) days after the receipt. The complaint shall contain: specific Sales Order Number and a description of the defect or non-conformity. The complaint shall be supported by image documentation, if Seller evaluate that images are necessary. Should any of the above conditions not be fulfilled, the complaint will be dismissed. Complaints can never exceed the invoice price. No right of return exists.

11. **Justified complaints:** Made on time will be attended to by Majland A/S as quickly as possible. Complaints must be made in writing immediately after receipt of the goods and in any event within two (2) days of receipt. No claim for compensation may ever exceed the invoice price. There shall be so right of return.

12. **Provenance Control:** Majland A/S has signed up for provenance control of forest seed and plants.

13. **Health Control:** Majland A/S is covered by the Danish Plant Directorate continuous controls.

14. **Confidentiality:** Majland A/S and the customer undertakes to keep secret all information that they may come to know or receive about the other's company. This obligation of confidentiality applies to all information exchanged between the parties including price quotes.

The Confidentiality obligation is not time limited.

15. **Disputes:** Any dispute arising out of the parties' agreement shall be resolved under Danish law, except that the CISG shall not apply.

Disputes shall be decided by Herning Court, Denmark, as the first instance.