

General sales and delivery terms for Baron Danmark A/S

Field of application

Unless otherwise agreed, the present terms of sale and delivery are valid for any sale from Baron Danmark A/S CVR No. DK29636842 (hereinafter called Baron), regardless of the opposite or different provisions of the order or acceptance given by the buyer.

Offer and acceptance

Offers, both oral and written, will be annulled if agreed acceptance from the buyer is not in the hands of Baron within 10 business days from the date of the offer unless otherwise stated in the offer. Only orders for which there is a written order confirmation (acceptance) from Baron's side are binding for Baron and only on the terms contained in the order confirmation. Other agreements between Baron and third parties are binding only when they are confirmed in writing by Baron.

Prices

All sale is according to the price shown in the order confirmation/offer. The price may be increased by Baron in case of price changes from Baron's suppliers until the date of Baron's settlement to the suppliers concerned. In addition, the price may be increased if the daily price on the day of delivery has changed and the price may be increased in case of other similar price increases occurring after the order confirmation/offer, but before the invoice date, such as price increase on material prices from Baron's subcontractors, changes in public taxes, price changes, wage changes and other. All quoted prices are without delivery unless otherwise agreed.

Delivery

Delivery will be Ex Works unless otherwise agreed in writing. The risk of the goods is transferred to the buyer, upon delivery of the goods to the carrier. The buyer arranges transport himself unless otherwise agreed in writing. Delivery times are unless otherwise agreed in writing, given by Baron. Baron must promptly inform the buyer if delivery cannot be made at the specified time.

Delay

In case of delay in delivery due to delays or delivery difficulties from Baron's subcontractors, regardless of the cause or Force Majeure, any agreed delivery time will be extended by the number of days the barrier for delivery has been present. If the delivery barrier lasts more than 3 months, Baron and the buyer are entitled to cancel the trade, in which case neither party may claim compensation against the other party. Baron is only liable for delay if Baron has acted grossly negligently in this regard.

Payment and property

The invoiced amount must be paid by the buyer within 8 days after the expiration of the payment deadline, then the interest rate is calculated at 2% per. commenced month. Buyer cannot withhold payment due to complaint or counterclaim regarding the delivered. The sold items will remain Baron's property until the full purchase price with any interest and costs, including shipping requirements, is fully paid.

Complaints and deficiencies

The buyer must immediately after receipt check the goods at the delivery address. If the buyer will rely on defects in the delivery, the buyer must, immediately and within 8 days after the defect, is or should have been discovered, inform Baron in writing and state the defect. If the buyer has discovered or should have discovered the defect and he does not advertise as stated, he cannot make the defect later. In addition, the provisions of the Danish Sale of Goods Act concerning the claim are applicable. After Baron's choice, the missing items will be re-delivered, or the sold will be handed over. If the delivery relates to goods of the same kind, re-delivery or replacement will only occur with respect to such parts of the delivery as the buyer is found to be defective.

Limitation of liability & Product liability

Each party shall be liable for its own acts and omissions in accordance with applicable law, subject to the limitations set out in the Contractual Basis.

Product liability. The Company shall be liable for product liability with respect to delivered products and spare parts insofar as such liability is set out in binding legislation. The Customer shall indemnify the Company insofar as the Company incurs product liability over and above the foregoing.

Limitation of liability. Notwithstanding any conflicting conditions in the Contractual Basis, in a calendar year, the Company's total liability to the Customer may not exceed DKK 5,000,000 of the net sale of products, spare parts and related services for which the Company has invoiced the Customer in the immediately preceding calendar year. The limitation of liability shall not apply if the Company has acted intentionally or with gross negligence.

Indirect loss. Notwithstanding any conflicting terms in the Contractual Basis, the Company shall not be liable to the Customer for indirect loss, including loss of production, sales, profits, time or goodwill, unless caused intentionally or through gross negligence.

Force majeure. Notwithstanding any conflicting terms in the Contractual Basis, the Company shall not be liable to the Customer for failure to fulfil obligations that can be attributed to force majeure. This exemption from liability shall continue as long as the force majeure event persists. Force majeure is defined as circumstances beyond the Company's control which the Company could not have foreseen at the time of entering into the agreement. Examples of force majeure are exceptional environmental conditions, war, terrorism, fire, flooding, vandalism and industrial action.

No Resale of Baron Products to Customers in the United States – Indemnification

Buyer shall not, and covenants not to, resell any Baron product which is not UL certified to any customer whose place of business or place of delivery is within the United States of America, including its overseas territories (such customer of Buyer a “US Customer”). Information about UL Product Certification can be found at: <https://www.ul.com/services/certification/product-certification>. Baron products which are UL certified are listed here: <https://www.baron-mixer.com/us/conveyors>.

Buyer Indemnification. Buyer (as “**Indemnifying Party**”) shall indemnify, hold harmless, and defend Baron and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, “**Losses**”), arising out of or related to any third-party claim alleging:

- (a) any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any reckless or willful misconduct) in connection with the resale by Indemnifying Party of any Baron product to a US Customer;
- (b) product liability for any bodily injury, death of any person, or damage to real or tangible personal property in connection with the resale by Buyer of any Baron product to a US Customer;
- (c) liability of any kind arising from the alleged non-compliance of any Baron product with any U.S. federal, state, or local law or regulation resulting from the resale by Buyer of any Baron product to a US Customer.

Notice of Third-Party Claims. Indemnified Party shall give notice to Indemnifying Party (a “**Claim Notice**”) within ten (10) business days after obtaining knowledge of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification hereunder. Indemnified Party's failure to provide a Claim Notice to Indemnifying Party does not relieve Indemnifying Party of any liability that Indemnifying Party may have to Indemnified Party, but in no event shall Indemnifying Party be liable for any Losses that result directly from a delay in providing a Claim Notice, which delay materially prejudices the defense of the related third-party claim. Indemnifying Party's duty to defend applies immediately, regardless of whether Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.

Indemnified Party Control of Defense. Notwithstanding anything to the contrary in these terms, Indemnified Party may select its own legal counsel to represent its interests, and Indemnifying Party shall:

- (d) reimburse Indemnified Party for its costs and attorneys' fees immediately upon request as they are incurred; and

(e) remain responsible to Indemnified Party for any Losses indemnified hereunder.

Settlement of Indemnified Claims by Indemnifying Party. Indemnifying Party shall give prompt written notice to Indemnified Party of any proposed settlement of a claim that is indemnifiable hereunder. Indemnifying Party may not, without Indemnified Party's prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder.

Marketing material

All information listed in directories, ads, image material, and the likewise is approximate. Such information is binding only in so far as it is expressly stated in Baron's order confirmation or other written agreement.

Instructions

Buyer accepts and is obligated to follow the instructions, etc., as always indicated on www.baron-mixer.com, concerning, among other things, costs, fees, assembly, and maintenance.

If one of Baron's products is purchased with the intention of resale (dealing), the buyer (the dealer) is responsible for ensuring that the end customer receives detailed instructions on the use of the purchased product and that the customer receives a manual in a language understandable to the customer. If the country-specific language is not provided in the physical copy accompanying the product, it can be requested on www.baron-mixer.com. Damages to items or persons resulting from improper use of the product or neglect of the accompanying manual, not caused by a product defect, cannot be claimed against Baron, with the retailer bearing the responsibility in all cases.

Similarly, deficiencies in the sold product, resulting from the customer's failure to comply with the enclosed manual, including, for example, a lack of product maintenance by the end customer, cannot be claimed against Baron.

Returns and packaging

Ordered and delivered items cannot be returned. If Baron nevertheless chooses to return a delivered item, this must be stated with the invoice number and date. Return must be made FRANKO. Stocked goods returned by agreement are credited with deductions of min. 15%. Stocked goods are credited only upon return in original and undamaged packaging. Specially manufactured or especially recycled goods are not returned. Items that have been used are not returned.

Disputes

All discrepancies regarding deliveries from Baron are decided by Baron's venue and under Danish law.