

Meldgaard Recycling A/S
Sales and delivery conditions per 27. 03. 2023.

1. Application:

These sales and delivery conditions apply to any agreement between Meldgaard Recycling, CVR number 27050425 (hereinafter referred to as "Seller") and the Seller's business customers (hereinafter referred to as "Customer") regarding the sale and delivery of products, spare parts and related services, unless otherwise agreed in writing agreed between the parties.

2. Basis of agreement:

These terms and conditions, together with the Seller's offer, order confirmation and any contract between the parties, create the overall basis of the agreement. The customers purchase conditions printed on orders or information otherwise communicated to the Seller do not supersede or form part of the basis of the agreement.

3. Offer:

The seller's offer is valid for 30 days from the date the offer is dated, unless otherwise stated in the offer. Acceptance of offers received by the seller after the expiration of the acceptance period is not binding on the seller unless the seller informs the customer otherwise. The seller has the right to make changes in relation to forwarded offers, if changes appear appropriate and do not have a significant negative impact on normal use of the sold item.

The seller reserves the right to intermediate sales.

4. Order confirmation:

In the case of agreements for the sale of machines, the agreement is binding when the Customer has accepted and signed the order confirmation. If the signed order confirmation is not received by the Seller within 30 days from its date, the Seller is not bound by the offer.

5. Reservation:

The seller reserves the right to cancel an order as a result of the offered unit or associated units not being available after the order has been signed, or in the event of delivery failure, out-of-stock items, etc. However, the seller can revise the order rather than canceling the order.

6. Delivery:

All deliveries are from Askelund 10, 6200 Aabenraa Denmark, unless otherwise agreed in writing. If the delivery is to take place elsewhere, the risk for the purchased item passes to the Buyer when the purchased item is made available to the Buyer at Askelund 10 in Aabenraa Denmark.

7. Delivery time:

The Seller delivers all sold products, spare parts and associated services at the time stated in the Seller's order confirmation. The seller has the right to deliver before the agreed delivery time. The specified delivery time is an approximate delivery time and the Seller assumes no responsibility for losses or costs incurred as a result of the delivery delay, unless otherwise expressly confirmed in writing by the Seller. The customer is obliged to receive the purchased item up to 3 months after the agreed delivery time. If any specification on the order changes in relation to the order confirmation, the delivery time is changed and a new delivery time is forwarded to the Customer.

8. Payment:

All prices are net cash on delivery of the purchased item, unless otherwise agreed. Unless otherwise stated, all prices are exclusive of VAT. If the payment deadline is not met, a reminder will be sent with a fee of DKK 100, plus interest at 2% per started month.

All forms of credit require prior approval by the Seller's accounting department. Possibly. credit insurance.

9. Reservation of title:

The seller reserves the right of ownership of the item sold until the purchase price, any interest accruals and costs have been paid.

10. Price Reservation:

The Seller has the right to adjust the agreed price if significant and unforeseen changes in exchange rates, taxes, fees and other charges

imposed by the authorities as well as changes in costs for raw materials that increase the Seller's costs occur before delivery.

11. Group offsetting

Any company within the Meldgaard Group is entitled to set off its own claims against the Customer against the Customer's possible claims against other companies within the Meldgaard Group.

12. Missing:

Complaints must be made immediately upon receipt by the buyer for visible defects and within 8 days after delivery for invisible defects.

In the event of a timely complaint about defects, the Seller will remedy, re-delivery or proportionately reduce the purchase price at the Seller's option. The customer cannot, as a result of defects in the purchased item or own cancellation of the agreement, raise claims for compensation for operating loss, loss of profit or other indirect loss, unless the customer can document that the defect is due to gross negligence on the part of the Seller. Any rectification of defects may only take place after prior written acceptance by the Seller and at a workshop authorized by the Seller.

13. Product liability:

The seller is only responsible for the damage caused by the sold item if it can be documented that the damage is due to gross negligence on the part of the seller. The seller is never liable for operating loss, loss of profit or other indirect loss.

14. Used machines

When selling used machines, these are traded as they are and are available without any liability and without any right of complaint.

15. Return:

Any return of goods can only be made after prior agreement with the Seller. Non-stocked goods can only be returned if there are defects in the delivered goods and after prior agreement with the Seller. Other items can be returned for a 15% discount of the price, cash on delivery shipments are not redeemed unless cash on delivery shipping has been agreed with the Seller. All returns are at the Customer's expense and risk. If the purchased item is returned without prior agreement with the Seller, the purchased item will be returned to the Customer at the Customer's expense and risk.

16. Warranty

If the Seller has given a guarantee, he guarantees that the products, spare parts and associated services are free of significant errors and defects during the guarantee period, which is calculated from delivery. Warranty and warranty period appear in the order confirmation. The Seller's warranty does not cover wearing parts (e.g. conveyor belts, tires, V-belts) and faults or defects resulting from normal wear and tear, improper installation or use and maintenance contrary to the Seller's instructions or common practice. Reference is made to following the instructions for use, catalogs and brochures provided by the Seller, or to obtaining the necessary information about the area of application and maintenance yourself.

17. Termination of the agreement:

Agreements terminate in all cases of the Customer's termination of business, suspension of payments, restructuring or bankruptcy.

The seller reserves the right to withdraw from the agreement if the customer is acquired, transferred, merged or falls into arrears.

18. Confidentiality

The customer may not pass on or use or enable others to use the Seller's trade secrets or other information of any kind, if the information is not publicly available. This obligation applies during the parties' trade and without time limit after the end of the trade, regardless of the reason for the end.

19. Personal data:

In connection with lifting tasks, the Seller receives personal data from the Customer. The personal information is registered and stored by the Seller as part of the agreement to deliver the agreed services. In the event that tasks are solved by the seller's subcontractor, the Customer's personal data will be transferred to the subcontractor, this to ensure correct delivery.

With regard to information on the processing of personal data, please refer to the personal data policy on Meldgaard's website:

<https://www.meldgaard.com/databeystelltspolitik/>

In relation to subcontractors, registration and storage of personal data also takes place, in order to ensure correct payment and communication, among other things.

20. Force majeure:

The seller is not liable to the customer for non-fulfillment of obligations which may be attributed to force majeure. The seller is free from liability as long as force majeure persists. Circumstances that are beyond the Seller's control and which the Seller should not have foreseen at the conclusion of the agreement are considered force majeure, e.g. unusual natural conditions, war, terror, fire, flood, vandalism, labor disputes, other traffic disturbances, breakdowns or other unforeseen obstacles.

21. Choice of law, arbitration and venue:

If the buyer has a place of business in the European Union: Any disputes are settled according to Danish law at the Seller's domicile, which is the Court in Sønderborg, Denmark.

If the buyer has a place of business outside the EU and where the country recognises and abides to The New York Arbitration Convention

The Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Sønderborg in Denmark. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of Danish. The arbitration process accepts electronic communication and virtual hearings.

The negotiations are subject to confidentiality.

If the buyer has a place of business outside the EU and the country does not recognise or abide to The New York arbitration convention:

The Convention on the Recognition and Enforcement of Foreign Arbitral Awards applies ICC Rules of Arbitration. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrators appointed in accordance with the said Rules

The seat, or legal place, of arbitration shall be Sønderborg in Denmark. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of Danish.

In the arbitration process, electronic communication and virtual hearings are accepted.

The negotiations are subject to confidentiality.