

# GENERAL TERMS & CONDITIONS

## FOR THE SUPPLY OF SPARE PARTS

### 1. APPLICATION

These terms apply to any offer, quotation or agreement to supply spare parts 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 supply of equipment (with or without installation)
- b) General terms for repair work

### 2. SCOPE OF SUPPLY

#### 2.1 The Product

SANOVO is obligated to deliver spare parts (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.

### 3. PAYMENT

#### 3.1 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.

#### 3.2 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.

### 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 5.1.

### 5. DELIVERY

#### 5.1 Passing of risk

Any agreed trade term shall be construed in accordance with the INCOTERMS® 2010.

If no trade term has been specifically agreed, delivery is FCA – Free Carrier (named place).

#### 5.2 Partial delivery

Unless otherwise agreed, partial delivery is permitted.

#### 5.3 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.

#### 5.4 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.

### 6. EXPORT CONTROL AND SANCTIONS

6.1. The Buyer acknowledges that the Products may be subject to export control and sanctions laws, regulations, rules, and licenses of various countries, including but not limited to Council Regulation (EC) No. 821/2021, Council Regulations (EC) No. 833/2014, No. 269/2014 and No. 765/2006, UK laws, the U.S. Export Administration Regulations and the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Regulations, any legislation replacing and/or amending the foregoing, and any orders issued under the foregoing (collectively "Trade Rules") as determined by SANOVO.

6.2. The Buyer represents that it is not an entity sanctioned by Trade Rules nor is it otherwise owned or controlled by or acting on behalf of any person sanctioned by Trade Rules.

6.3. The Buyer undertakes to comply with the Trade Rules and is solely responsible for ensuring its compliance with Trade Rules. This includes but is not limited to ensuring that the Buyer will not use, sell, export, re-export, transfer, divert, distribute, dispose of, disclose, or otherwise deal with the goods in breach of the Trade Rules, to include prohibited end-use and/or proliferation activities as defined by Trade Rules.

6.4. The Buyer shall not sell, export or re-export, directly or indirectly, SANOVO Products to or for use in Russia, Belarus, or any of the Ukrainian Oblasts (provinces) occupied by Russia (currently Crimea, Luhansk, and Donetsk) (collectively "the Sanctioned Territory"). The Buyer shall not sell, export,

re-export, directly or indirectly, the Products to entities or individuals classified as denied parties under Trade Rules, or otherwise prohibited from receiving such Products.

6.5. The Buyer agrees to sign written assurances and other export-related documents upon SANOVO's request to assist SANOVO in verifying compliance with Trade Rules. The Buyer shall make available to SANOVO upon request information concerning compliance with the obligations under sub-paragraphs (1) - (4) without undue delay. The Buyer shall undertake its reasonable due diligence to ensure that the purpose of sub-paragraphs (1) - (4) is not violated by any third parties further down the commercial chain, including possible resellers. The Buyer shall immediately inform SANOVO about any problems in applying paragraphs (1) - (4).

6.6. Any violation of paragraphs (1) - (5) shall constitute a material breach of an essential element of the Contract, and SANOVO shall be entitled to seek appropriate remedies, including, but not limited to, termination of the Contract.

6.7. If, due to the Trade Rules, SANOVO:

- i) is prohibited from executing an order, SANOVO shall be entitled to cancel the order or postpone delivery of the Products in question. If SANOVO decides to cancel a specific order or postpone delivery for these reasons, the liability of SANOVO for any costs, damages, penalties, etc., whatsoever, shall be excluded.
- ii) assesses that the execution of an order related to a Quotation/Order Confirmation affects SANOVO negatively, SANOVO shall be entitled to cancel a specific order or postpone delivery thereof. If SANOVO decides to cancel a specific order or postpone delivery for these reasons, this postponement and/or cancellation shall not induce any legal remedies for any party.

## 7. 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 ceased to exist, or
- b) has been converted into a different legal entity, e.g. by merger, or,
- c) has become insolvent, including but not limited to initiation of liquidation proceedings, bankruptcy proceedings, reconstruction proceedings etc.

## 8. PRODUCT RETURNS

Product returns must subject to prior written authorization by SANOVO and reference to the returns case number issued by SANOVO. The authorization of a return and the determination of the credit value shall be at the sole discretion of SANOVO under the following eligibility conditions to for authorized returns;

- a) Item is not a custom made or special order.
- b) Item is in its original packaging and in unbroken or resealable.
- c) Item is still under warranty.
- d) Item is fit for resale.

Return the Product at his liability and without any costs to SANOVO.

When a Product is returned SANOVO charges a restocking fee of 15-20% of the value of the returned Product(s). Supplier reserves the right to dispose of any unauthorized returns without granting credit.

## 9. SANOVOS LIABILITY FOR DEFECTS

### 9.1 Limited warranty

Subject to the following sections, SANOVO shall be obligated to

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.

Warranties other than the limited warranty must be agreed in writing between Buyer and SANOVO to be valid. Third-party warranties beyond the limited warranty shall not apply (e.g. as advertised by sub suppliers in documents or directly on the spare part).

### 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 on to the Buyer, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by the Buyer or to alterations carried out without 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 Agreement.

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

### 9.3 The buyer's obligation to notify

If the Buyer fails to notify SANOVO in writing of a defect within the time limits set forth in Clause 5.4, the Buyer loses the right to have the defect remedied.

### 9.4 SANOVOs obligation to remedy defects

On receipt of the notice under Clause 5.4, 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 5.4 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. DISPUTE SETTLEMENT AND APPLICABLE LAW**

#### **11.1 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.

#### **11.2 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.

#### **11.3 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 administered 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.

### **12. MISCELLANEOUS**

#### **12.1 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.

#### **12.2 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. 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/legal/privacy/>) that explains how we use the personal data that you provide in connection with the ordering procedure and general use of our website.