

## TERMS OF SALE AND DELIVERY

Updated: August 2021  
Vilomix Sweden AB  
Crn nr 556229-7985

### 1 USE

1.1 These terms of sale and delivery shall apply to trade between Vilomix Sweden AB (hereinafter "Vilomix") and Vilomix's commercial customers (hereinafter "the Purchaser"), which concerns products that are to be delivered outside of Sweden, unless agreed otherwise in writing.

1.2 The Purchaser shall not be entitled to transfer its rights and/or obligations in relation to orders and/or trade agreements with Vilomix to third parties.

### 2 PRICES

2.1 All prices are exclusive of VAT and duties.

2.2 Payment shall be made in accordance with Vilomix's current price on the day of delivery, unless other terms have been agreed separately in writing between Vilomix and the Purchaser. Vilomix is not responsible for any misprints.

2.3 Vilomix shall be entitled to make proportional changes in the prices agreed between the parties in case of changes in various duties and fees, including but not limited to import duties, fees on phosphorus, and fees on raw materials.

2.4 Vilomix shall be entitled to make proportional changes in the prices agreed between the parties if Vilomix is ordered to change the content of the products or the production method due to amendments of the relevant legislation.

### 3 PLACING OF ORDERS FOR PRODUCTS

3.1 Products for collection or for delivery must be ordered by the Purchaser no later than 5 business days before the actual date of delivery.

3.2 If the Purchaser is too late in placing an order for special mineral feed compounds, i.e. the Purchaser wants delivery sooner than 5 business days from the date of placing the order, the Purchaser must pay an additional fee, provided that Vilomix is able to fulfil the order.

3.3 Orders for products shall be placed using Vilomix's customer portal, app or by e-mail at: [order@vilomix.se](mailto:order@vilomix.se). The order will be confirmed by Vilomix with an order confirmation by e-mail, after which a binding agreement has been made between the parties.

### 4 DELIVERY

4.1 Delivery shall take place to the address supplied by the Purchaser.

4.2 Delivery shall take place in accordance with the agreed Incoterm.

4.3 Title to the delivered products shall remain with Vilomix until the entire purchase price as well as fees and duties, if any, have been paid.

4.4 The Purchaser shall be obliged to insure the delivered products against theft, fire, etc. until the purchase price as well as fees and duties, if any, have been paid in full and title has passed to the Purchaser.

### 5 QUANTITIES

5.1 The Purchaser shall take delivery of the agreed quantity at the agreed time of delivery in accordance with the order placed and/or the trade agreement between the Purchaser and Vilomix.

5.2 Changes in the Purchaser's production shall not release the Purchaser from its obligations under clause 5.1.

5.3 The Purchaser's non-compliance with clause 5.1 shall be considered a material breach and Vilomix shall consequently be entitled to cancel the order and/or terminate the trade agreement. Vilomix shall also be entitled to (i) demand differential payment for the quantity of which the Purchaser did not take delivery in accordance with the agreement, (ii) consider the residual quantity as cancelled, or (iii) extend the contract period with the Purchaser.

### 6 QUALITY

6.1 The products are delivered with the nutritional content that was agreed at the beginning of the contract period. Further information about the nutritional content can be provided by Vilomix.

6.2 Vilomix shall be entitled to make proportional changes in the agreed nutritional content in case amendments in relevant legislation necessitate such changes.

### 7 DELAY

7.1 If Vilomix's delivery of products is delayed, the Purchaser shall in writing provide Vilomix with a reasonable final deadline for delivery. If Vilomix delivers within this deadline provided by the Purchaser, the Purchaser shall not be entitled to cancel the delayed order and/or demand compensation from Vilomix.

7.2 If Vilomix does not deliver within the reasonable final deadline fixed by the Purchaser pursuant to clause 7.1, and if the delay may be considered material to the Purchaser, the Purchaser shall be entitled to cancel the delayed order. However, this may only be done before Vilomix has affected delivery. A delayed order does not entitle the Purchaser to cancel/withdraw future orders and/or trade agreements.

7.3 In any circumstances, Vilomix's liability for delays shall be subject to clauses 11.1-11.5 below and shall thus also be limited accordingly.

### 8 THE PURCHASER'S DUTY OF INSPECTION

8.1 Immediately after delivery of the products, the Purchaser shall perform an adequate inspection of the delivered products, the quantity and quality of the products and the

content of the accompanying delivery notes and the labels on the products.

8.2 In case of defects, the Purchaser shall immediately after the Purchaser noticed or should have noticed the defects in the products, and in any case no later than 5 business days from receipt of the products, inform Vilomix hereof in writing. If the Purchaser does not inform Vilomix of any defects within the time stated, the Purchaser forfeits its right to make claims towards Vilomix with respect to the order in question.

### 9 DEFECTS

9.1 In case of defects, Vilomix shall only be liable for defects in the products if the Purchaser can substantiate that the defects are caused by mistakes or neglect on the part of Vilomix.

9.2 If Vilomix is liable for defects pursuant to these terms of sale and delivery, Vilomix shall be entitled – at its own discretion – to (i) make a subsequent delivery, (ii) make a replacement delivery and/or (iii) grant the Purchaser a proportionate reduction of the purchase price for the order in question. Vilomix shall inform the Purchaser of the chosen remedy within a reasonable time after receipt by Vilomix of the Purchaser's written notice of the defects pursuant to clause 8.2. Vilomix shall carry out the chosen remedy within a reasonable time.

9.3 If Vilomix does not remedy the defect, the Purchaser shall be entitled to cancel the order in question. A defective order shall under no circumstances entitle the Purchaser to cancel/withdraw previous or future orders and/or trade agreements.

9.4 Vilomix's liability for defects shall in all cases be subject to clause 11.1-11.5 below and shall thus also be limited accordingly.

### 10 PRODUCT LIABILITY

10.1 Vilomix's liability for personal injury and damage to goods and real property not intended for commercial use which is caused by defective products, shall be governed by the Swedish Product Liability Act in force at any time.

10.2 In all cases of damage to commercial property (for example to livestock), Vilomix shall only be liable if the Purchaser can substantiate that the product liability damage was caused by mistakes and/or neglect on the part of Vilomix.

10.3 If the Purchaser has contributed to causing or aggravating the product liability damage, Vilomix shall be entitled to reduce any compensation to the Purchaser proportionately in relation to the degree of the Purchaser's involvement.

10.4 Vilomix's liability for damage to commercial property shall in all cases be subject to clauses 11.1-11.5 below and thus also be limited to SEK 5,000,000 per order.

### 11 LIABILITY

11.1 In all circumstances, Vilomix's maximum liability for the Purchaser's and/or a third party's substantiated loss shall be limited to SEK 5,000,000 per order.

11.2 Vilomix shall never be liable for the Purchaser's and/or a third party's indirect losses, including but not limited to operating losses, loss of time and loss of profits.

11.3 However, if the Purchaser cancels an order, Vilomix's maximum liability to pay compensation shall never exceed the value of the order in question.

11.4 The Purchaser shall indemnify Vilomix to the extent that Vilomix is held liable towards a third party for a loss that Vilomix is not liable for or that Vilomix has disclaimed pursuant to these terms of sale and delivery.

11.5 If a third party makes a claim for compensation against one of the parties, such party shall immediately inform the other party. However, the relationship between Vilomix and the Purchaser shall only be governed by these terms.

### 12 FORCE MAJEURE AND HARDSHIP

12.1 The following circumstances shall entail exemption from liability if they prevent performance of an order and/or a trade agreement or make such performance unreasonably onerous: Industrial disputes, strikes, lockouts, non-delivery and any other circumstance that the parties cannot control, such as fire, war, mobilization, acts of sabotage, requisitioning, confiscation, revolt, unrest, epidemics, pandemics, and similar force majeure and hardship situations.

12.2 The party that claims any of the above circumstances shall without undue delay inform the other party in writing of the occurrence and end of such events.

12.3 Both parties shall be entitled to cancel orders placed and/or terminate a trade agreement between the Purchaser and Vilomix by written notice to the other party when performance thereof within a reasonable time becomes impossible due to any of the circumstances mentioned in clause 12.1.

### 13 PAYMENT

13.1 The Purchaser's terms of payment appear from the trade agreement, the invoice or the statement of account.

13.2 In case of late payment, the Purchaser may be charged a reminder fee and interest on overdue payment. Information about interest and reminder fees can be obtained from Vilomix.

13.3 The Purchaser shall never be entitled to set off any claims against Vilomix or to withhold part of the purchase price, unless Vilomix has accepted this in writing in each case.

### 14 SETTLEMENT OF DISPUTES

14.1 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Malmö.

If the dispute is not within the jurisdiction of the Arbitration Institute of the Stockholm Chamber of Commerce – the district court in Lund.

## STANDARD TERMS AND CONDITIONS FOR PROCESSING PERSONAL DATA

### GENERAL COMPLIANCE WITH THE GENERAL DATA PROTECTION REGULATION (GDPR).

Data exchanged under this agreement will be processed according to the rules of the GDPR, under which both parties undertake to generally comply with the law governing this area.

### COLLECTION, STORAGE AND PROCESSING OF PERSONAL DATA

Processing the Data Subject's personal data for the performance of this contract is pursuant to Article 6 (1) B of the GDPR. Data are collected primarily to fulfil the contents of this agreement, to ensure the quality of the Data Controller's products and services, and for marketing purposes.

No other data than is necessary for the specific purpose of the agreement are collected.

Legislation can also determine which types of data are necessary to collect and store as part of the Data Controller's business.

Processing can also be necessary to fulfil another legal obligation.

### THE DATA SUBJECT'S RIGHTS

The Data Subject has the right to be informed at any time what data is processed, where they come from and what they are used for.

The Data Subject can be informed how long the Data Controller retains personal data, and who receives them if they are disclosed in Denmark and abroad. However, such access can be restricted with regard to protection of the privacy of other people, business secrets and intellectual property rights. The Data Subject has the right to object to processing of his/her personal data. The Data Subject can also object to disclosure of data by the Data Controller for marketing purposes.

If an objection is justified, the Data Controller shall ensure that the relevant personal data is no longer processed.

The Data Subject has the right to have data erased that is no longer necessary for fulfilment of the agreement's obligations. The Data Subject also has the right to have incorrect personal data erased and/or corrected.

Personal data are regularly erased when they no longer serve their original purpose for processing, or lose their relevance in general. Data are always erased 5 years after end customer relationship unless legislation gives clear reasons for retaining them longer.

When the Data Subject requests the correction or erasure of his or her personal data, the Data Controller shall check that the conditions are fulfilled and if so, execute the corrections or erasure as quickly as possible.

### DISCLOSURE OF PERSONAL DATA

Personal data will not be disclosed unless the Data Controller is required to do so by law, or explicit written consent is obtained.

Disclosure to other companies in the group can be permitted without obtaining consent, with the primary purpose of being able to fulfil the agreements we make with you and to optimise our service.

If the Data Subject provides an electronic address (email) for contractual purposes, the Data Controller will be able to use it for marketing material. It will always be possible to unsubscribe from receiving such material by following the instructions included.

### SECURITY

The Data Controller will protect the Data Subject's data, and has internal rules on data security.

Organisational and technical security measures have been implemented, along with instructions intended to protect personal data from being destroyed, lost, amended, against unauthorised publication and to prevent unauthorised access to or awareness of them.

### RIGHT TO COMPLAIN

The Data Subject has the right to submit a complaint directly to the Data Controller via its principal mail address, as stated on the company's website. Complaints can also be submitted to the national supervisory authority concerning processing of personal data by the Data Controller.

For more details on the processing of personal data, please refer to "Privacy Policy" on the company's website.