



General Terms and Conditions of Sale and Delivery for Cow-Welfare

1. APPLICATION

- 1.1. These terms and conditions of sale and delivery apply to sales from Cow-Welfare A/S (hereinafter "Seller") to the customer (hereinafter "Buyer"). This also applies even if the Buyer, during negotiations or in the Buyer's tender documentation or confirmation of purchase to the Seller, has specified other terms for the purchase. All such terms are considered waived upon the Seller's final acceptance of the purchase, unless the Seller expressly reiterates in writing the individual conditions imposed on the Seller, which are different from or in addition to those stated in these terms and conditions of sale and delivery.

2. OFFERS AND ACCEPTANCE

- 2.1. Only written offers are valid for the Seller. Offers are valid for the period specified in the written offer. The delivery horizon/time specified in the offer is only indicative, and the delivery time is final only when stated in the order confirmation, except as otherwise provided in Section 5.2.

3. PRICES

- 3.1. Prices in offers, order confirmations, and contracts are daily prices excluding VAT, taxes, and assembly unless otherwise stated. The Seller reserves the right to change prices in the event of significant changes in purchase prices, production costs, labour, raw materials, subcontracting, exchange rates, freight, discount, customs, taxes, charges, etc., and in events covered by section 7.

4. PAYMENT

- 4.1. Unless otherwise agreed, 30% of the order amount shall be payable upon ordering, and the remaining 70% of the order amount shall be payable before delivery to the Buyer. Failure to comply with the Seller's payment terms is considered a material breach, entitling the Seller to cease further deliveries and to demand any receivable, due or undue, to be paid immediately.
- 4.2. If the Buyer fails to make payment on time, the Seller is entitled, from the due date, to calculate default interest at 2% per commenced month after the due date and to demand reminder and collection fees in accordance with legislation.
- 4.3. The Buyer is not entitled to withhold any part of the invoiced amount or to set off any part of

the invoiced amount against any counterclaims against the Seller, which are not recognized and accepted in writing by the Seller.

- 4.4. Regardless of whether other payment terms have previously been agreed with the Seller, the Seller is entitled, in case of Buyer's delay in payment of the purchase price, to make future deliveries conditional upon cash payment or that the Buyer provides necessary security.
- 4.5. Despite the above, the Seller reserves the right, before delivery, to demand payment guarantee or payment prior to delivery.

5. DELIVERY AND DELIVERY TIME

- 5.1. Unless another delivery clause is agreed upon, delivery shall take place EXW (Ex Works) at the address specified in the offer/order confirmation in standard packaging in accordance with the applicable INCOTERMS 2020. Shipment thus occurs at the Buyer's risk and expense.
- 5.2. The delivery horizon/time specified in the offer is only indicative, and the delivery time is final only when stated in the order confirmation. The delivery time in the order confirmation is set by the Seller to the best of its judgment in accordance with the conditions existing at the time of sending the order confirmation. Unless otherwise agreed in writing, delivery is considered timely if delivery takes place within the period from the 1st working day before to the 1st working day after a specific date stated in the order confirmation, while delivery is considered timely if delivery takes place within the period from 3 working days before to 3 working days after a delivery week specified in the order confirmation. This does not apply if the order confirmation specifies that the delivery deadline is fixed.
- 5.3. The Buyer is not entitled to postpone the agreed delivery deadline without prior agreement with the Seller.
- 5.4. In case of delay, the Buyer must immediately notify. Thereafter, the Buyer can only cancel the purchase if the Seller has not delivered within 5 working days after written demand from the Buyer to the Seller. The Buyer can in no case claim compensation for delay.



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6. RETENTION OF TITLE

- 6.1. The Seller reserves ownership of the sold item until the entire purchase price and any costs associated with the delivery of the item, such as delivery and assembly, have been paid by the Buyer. Retention of title does not affect the transfer of risk to the Buyer upon delivery, cf. section 5.1.

7. FORCE MAJEURE

- 7.1. The Seller is not liable for delay in case of force majeure, including, but not limited to, labour disputes and any other circumstance beyond the control of the parties, such as fire, war, confiscation, currency restrictions, riots and disturbances, lack of means of transport, general scarcity of goods, delay, disposal of major lots of goods, restrictions on fuel, as well as in case of defective or missing deliveries from subcontractors, regardless of the reason for this.
- 7.2. In these cases, the timely delivery is postponed until the end of the event, however, a maximum of 12 weeks, after which deadline both parties shall be entitled to terminate the transaction, without it being considered a breach.

8. WARRANTY AND DEFECTS

- 8.1. For all products manufactured by the Seller, the Seller warrants against defects in workmanship and materials not resulting from normal wear and tear for 12 months from the date of delivery, unless otherwise stated in the offer/order confirmation/invoice. The warranty is only valid provided that the product is correctly installed in accordance with the Seller's installation instructions and generally recognised practice. However, the warranty does not cover faults and defects arising from normal wear and tear, incorrect or unusual operation, overloading, inadequate maintenance and attempted repairs, adjustments and changes not carried out by the Seller or with the Seller's written consent.
- 8.2. Immediately upon delivery, the Buyer shall be obliged to carry out the usual inspections of the delivered goods, including whether the quantity is correct and whether there are obvious faults and defects. Complaints that the delivered goods are defective or not in accordance with the contract, which the Buyer has or should have discovered when examining the delivered goods upon receipt, must be made in writing immediately after

receipt of the goods and in any case no later than 8 days after receipt. Complaints must clearly describe the nature of the defect and be accompanied by any pictures.

- 8.3. The warranty is conditional on the goods being sent to the Seller carriage paid immediately and within 14 days after the defect has been discovered or should have been discovered, however, claims must be raised no later than before the expiry of the warranty period, cf. clause 8.1.
- 8.4. Defects that should have been discovered in connection with the Buyer's duty of inspection cannot be invoked after expiry of the above deadlines.
- 8.5. At the Seller's option, defects in the goods sold will be remedied, the goods will be redelivered or the purchase price for the goods sold will be credited to the Buyer. Regardless of which place of delivery may have been agreed in the order confirmation, any redelivery will be ex works, cf. also the conditions in clause 5.1.
- 8.6. Specifications applicable to mattresses.
10-year warranty on top cloth wear-through (breakage/holes) according to the depreciation model.

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
100%	100%	80%	70%	60%	50%	40%	30%	20%	10%

5-year warranty that the mattress maintains its height (max. 10% drop 100% warranty for the first 2 years. Thereafter, 20 % depreciation per year until the 5th year.

Year 1	Year 2	Year 3	Year 4	Year 5
100%	100%	60%	40%	20%

9. LIMITATION OF LIABILITY

- 9.1. For claims relating to the Seller's performance or non-performance of its obligations, the Buyer is entitled to compensation for direct loss subject to the following limitations:
- 9.2. The Seller's liability for damages is limited to direct damages/losses and is – regardless of the cause and nature of the claim – limited to the amount invoiced for the specific service or item that caused the damage/loss or is the cause of or directly related to the claim for damages.
- 9.3. Under no circumstances is the Seller liable to the Buyer for operating losses, lost profits, savings, or other indirect losses or consequential damages resulting from the use of the sold item or the inability to use it, whether the Seller has been informed of the possibility of such claims or not.



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- 9.4. Losses, expenses, or costs associated with obtaining, repurchasing, repairing, removing, or taking similar measures with defective products or products in which the Seller's products are incorporated cannot be claimed against the Seller. The Seller assumes no responsibility for the Buyer's legal relations with third parties.
- 9.5. The Seller is not liable for damage to real or personal property occurring while the products are in the Buyer's possession. The Seller is also not liable for damage to products manufactured by the Buyer or to products in which these are incorporated.

10. RETURNS

- 10.1. The Buyer is not entitled to return goods and deliveries from the Seller unless this has been previously and in writing agreed upon. If agreed upon, approved returns are usually credited with a deduction of 15% of the sales price excluding VAT for carriage-paid delivery to the Seller's warehouse or other location designated by the Seller.
- 10.2. Special items, custom-made items, or display items are not returnable.

11. PRODUCT LIABILITY

- 11.1. For product liability, the Seller is liable and/or responsible in accordance with Danish law on product liability. The Buyer must immediately notify the Seller if a third party asserts product liability against the Buyer. Unless otherwise provided by mandatory rules, the Seller is not liable for operating losses, loss of profits, or other indirect losses.
- 11.2. If the Seller is sued by a third party in connection with product liability, the Buyer agrees to be joined in the action or sued by the court or arbitration tribunal handling the case.

12. DRAWINGS AND DESCRIPTIONS

- 12.1. All specifications and information about weight, dimensions, capacity, price, technical and other data listed in catalogues, data sheets, advertisements, images, and price lists are approximate and for guidance only. Such information is therefore binding only to the extent that they are explicitly reproduced in the order, or specifically referred to.
- 12.2. If the design or specifications for a product sold by the Seller are changed before the delivery date, the Seller is entitled to deliver the product with the subsequently applicable design and specifications, provided that the

product – after an objective assessment – has not been impaired thereby. The same applies to the external appearance of the product, including colour.

- 12.3. All drawings and descriptions sent remain the property of the Seller and may not be copied, reproduced, transmitted, or otherwise disclosed to third parties without permission. If the Buyer – to carry out the project – needs drawings and documentation, the parties may agree in writing in advance that the Seller will provide drawings and documentation necessary to enable the Buyer to set up, start, operate, and maintain the delivery. Without the consent of the Seller, this information may not be used for purposes other than those intended by the transfer. However, the Seller requires that the information remains confidential.
- 12.4. The Seller reserves the right to disclose any drawings and technical specifications provided by the Buyer to the Seller to subcontractors, to the extent necessary for the fulfilment of the delivery.

13. DATA PROTECTION AND PRIVACY

- 13.1. We take the privacy and security of your personal information seriously. Any personal data you provide, including your email address, will be handled with the utmost care and in compliance with applicable data protection laws. We will not share, sell, or distribute your personal information to third parties without your consent, except as required by law. All reasonable precautions are taken to safeguard your data against unauthorized access, use, or disclosure.

14. DISPUTES

- 14.1. Any dispute between the parties that cannot be settled through negotiation must be submitted to the Maritime and Commercial Court in Copenhagen, applying Danish law.
- 14.2. If one or more provisions of these terms and conditions of sale and delivery are later declared invalid, this shall not affect the validity of the agreement and the other provisions, which shall remain in force, and any invalid provisions shall be interpreted supplementarily in accordance with the purpose of the agreement and the invalid provision.