

August 2012

Terms of Sale and Delivery for E. Marker A/S

1. Application and validity

All deliveries shall be made on the basis of the following terms of sale and delivery, unless otherwise agreed in writing between E. Marker A/S and the buyer. Any deviation from these terms that may be specified in the buyer's order or the like shall be considered invalid unless accepted in writing by E. Marker A/S.

2. Offers and order confirmation

Offers from E. Marker A/S shall be valid for 30 days from the date issued, unless a shorter period of time is specified.

Information in brochure materials and product information shall be binding only to the extent that they are expressly referred to in the agreement.

An order shall not be binding for E. Marker A/S until the buyer receives an order confirmation from E. Marker A/S. If the buyer has any objections to the contents of the order confirmation, these shall be made in writing, and shall be received by E. Marker A/S no later than one week after the date of the order confirmation.

3. Prices and terms of payment

Price lists for E. Marker A/S are given in Danish kroner, to which VAT, duties and shipping costs must be added.

Shipping costs are calculated according to the applicable shipping price list. The freight is surcharged for ADR delivery (55 GBP), handling (10 GBP), and self-collection (10 GBP).

Reservation is made for increases in prices and taxes in relation to the E. Marker A/S price list, as prices can change without notice.

Nitrogen tax/toxic substances tax will be added in the case of sales of fertiliser products/herbicides.

Offers are conditional on order confirmation from E. Marker A/S and credit approval for the buyer.

Pallets will not be exchanged. Prices for euro pallets are added in the case of delivery in bigbags.

Terms of payment are net cash on receipt of invoice, unless otherwise explicitly agreed in the order confirmation.

If the buyer fails to pay on time, and the delay is not due to factors on the part of E. Marker A/S, E. Marker A/S shall be entitled to charge penal interest from the due date at a rate equivalent to 2% per commenced month, and to demand payment for all invoiced and delivered goods regardless of previously agreed credit terms.

4. Delivery

The delivery time is set individually, either in the offer or in the order confirmation from E. Marker A/S.

Unless otherwise notified in writing by E. Marker A/S, the delivery is ex Padborg (the company's business address).

However, grass seeds are delivered ex Hunsballe's warehouse in DK-7500 Holstebro.

5. Delays

If E. Marker A/S cannot deliver at the arranged time, the buyer may make a written demand for delivery and set a reasonable final deadline for this. If delivery does not take place within this period, the buyer shall be entitled to cancel the purchase and claim damages for documented direct losses. The buyer can have no further claim upon E. Marker A/S in connection with any consequences of the delay.

6. Duty of inspection and complaints

Immediately upon receipt of the goods, the buyer shall be required to undertake a thorough inspection of the delivery. Complaints relating to any erroneous deliveries or differences in quantities must be received by E. Marker A/S before the delivery is taken into use, and by the day after the delivery at the latest.

In case of missing packages or damages in transit to the delivered goods, this must be noted by the buyer on the waybill immediately upon delivery.

Any complaints relating to visible conditions of the delivered items (the wrong species, or content different to that indicated on the packaging) must be forwarded to E. Marker A/S immediately that the matter giving rise to the complaint has or should have been discovered.

Goods may only be returned after prior agreement, and no later than one week after receipt. The returned items must be in their unopened original packaging, and the return shipping costs shall be at the buyer's expense.

7. Limitation of liability - product liability

No claim can be made towards E. Marker A/S for overall compensation and/or proportional discount for the consequences of an erroneous delivery that exceeds the buyer's total payment for the item.

E. Marker A/S cannot be held responsible for indirect loss, consequential damage, business interruption or loss of profits, whether due to simple or gross negligence. To the extent that E. Marker A/S incurs liability towards a third party, the buyer shall be obliged to indemnify E. Marker A/S to the extent that such liability exceeds the above limits. The buyer shall be obliged to be sued at the same court that deals with compensation claims against E. Marker A/S in respect of any damage allegedly caused by a defect in a delivery from E. Marker A/S.

E. Marker A/S shall be subject to product liability in respect of injury or loss of support caused by the delivery to persons under the mandatory legislation applicable at the time in question. E. Marker A/S shall not be subject to any product liability beyond this.

8. Exemption from liability - force majeure

The following circumstances shall bring about exemption from liability if they occur after the agreement is entered into, and prevent its fulfilment:

Labour disputes, strikes, lockouts and any other circumstances beyond the control of the parties, including fire, war, unforeseen military conscription of similar scope, acts of sabotage, seizure, currency restrictions, riots and civil disturbance, lack of means of transport, general scarcity of goods, restrictions on motive power, epidemics and defective deliveries from subcontractors, or delays in such deliveries caused by any of the above circumstances.

The party that wishes to invoke any of the above circumstances shall notify the other party without undue delay of the occurrence and cessation of the event.

Both parties shall be entitled to terminate the agreement by written notice to the other party if its fulfilment within a reasonable period of time becomes impossible due to any of the above circumstances.

9. Retention of ownership rights

E. Marker A/S shall retain ownership of the goods sold until the entire purchase price has been paid, plus interest, costs and any expenses relating to the sold items that may be incurred by E. Marker A/S on the buyer's behalf.

Until such time as ownership has passed to the buyer, the product must be insured by the buyer and preserved separately. The buyer agrees not to move, pledge, rent out, lend or otherwise dispose of the goods sold without the consent of E. Marker A/S until such time as ownership has passed to the buyer. Neither may the buyer undertake alterations to delivered items.

10. Partial invalidity

If one or more provisions of these conditions should be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

11. Jurisdiction

Any disputes between the parties shall be settled under Danish law and shall be brought before the court in the jurisdiction of E. Marker A/S.

E. Marker A/S, August 2012

Yours sincerely,
Carsten Marker, Managing Director

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