



General Sales and Delivery Terms for Stangeland Mølle AS and Stangeland Mølle Handel AS

1. Introduction

In the following, "Stangeland Mølle" refers to both Stangeland Mølle AS, org. no. 952 971 441, and/or Stangeland Mølle Handel AS, org. no. 983 044 883.

Buyer refers to Stangeland Mølle's customer.

The terms of this agreement (the Standard Terms) apply to the sale and delivery of products from Stangeland Mølle to the Buyer.

Goods shall be understood as any physical product that Stangeland Mølle delivers to the Buyer.

The Standard Terms also apply, as far as applicable, to the delivery of services, e.g., the development of products, recipes, or production on behalf of or in cooperation with the Buyer.

2. Scope

Unless a written agreement expressly deviates from these Standard Terms, the Standard Terms apply to all sales of goods and services from Stangeland Mølle. If the Buyer has its own standard terms, these shall not apply unless Stangeland Mølle has accepted them in writing.

Agreements that stipulate that the Standard Terms do not apply or should be supplemented by the Standard Terms do so only if there is no conflict between the Standard Terms and such an agreement. This also applies if Stangeland Mølle has accepted the Buyer's own terms.

If there is a conflict between the Standard Terms and mandatory legal provisions, the Standard Terms shall apply only to the extent that the legal provisions do not conflict with the Standard Terms. The opposite applies in the event of a conflict with non-mandatory legal provisions.

3. Buyer's Responsibility

The Buyer is responsible for ensuring that the Product is suitable for the Buyer's purposes and that the Product complies with relevant regulations for the Buyer's intended use of the Product.

The Buyer must ensure to provide Stangeland Mølle with the necessary information required for Stangeland Mølle to fulfill its obligations under this agreement, e.g., but not limited to, specific requirements for the product due to internal requirements at the Buyer, applicable regulations in the Buyer's home country, or the Buyer's plans for exporting the Product or its end product to another market.

After receiving the product, the Buyer is responsible for understanding the correct storage and use of the product, as well as understanding relevant storage instructions to ensure the product's suitability.

4. Contract Formation

An agreement between the parties is established when Stangeland Mølle sends an order confirmation to the Buyer based on a Buyer's order or upon the Buyer's acceptance of an offer.

If the Buyer wishes to claim that the order confirmation deviates from the Buyer's order, this must be claimed immediately upon receipt of the order confirmation. Otherwise, a binding agreement arises that cannot be canceled or changed without Stangeland Mølle's acceptance.

5. Product Information

The Product is sold according to the information Stangeland Mølle has provided about the product in offers to the Buyer.

The Product shall comply with the applicable specifications and data sheets describing the product and its content, which are available upon request at any time. Furthermore, the Product shall comply with any Norwegian legal requirements.

The Product or Service does not include any analyses or tests beyond what the parties have agreed in writing.



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Analyses or tests beyond what is agreed in writing will be considered an additional order, which entails extra time and costs.

6. Purchase Price, Payment, Invoicing and Payment Terms

All amounts are exclusive of value-added tax (VAT). If the price is not agreed upon, Stangeland Mølle's current list price applies.

Stangeland Mølle is entitled to change its prices without notice. After the agreement is concluded, Stangeland Mølle can only change prices with effect for the parties' existing agreements in the event of changes in tariffs, other taxes, or significant changes in purchase prices (e.g., as a result of currency changes or other factors that increase Stangeland Mølle's purchasing costs by more than 7.5%).

The Buyer will be charged actual freight costs in addition to the purchase price unless otherwise agreed in writing.

Invoices are due according to the due date indicated in the invoice or written agreement.

The Buyer cannot offset or withhold payments in alleged claims against Stangeland Mølle unless Stangeland Mølle has acknowledged the Buyer's counterclaim or it has been legally established.

Stangeland Mølle retains ownership of the products until the purchase price and all costs are paid.

7. Delivery and Transfer of Risk

Delivery is in accordance with INCOTERMS 2020 [Ex Works unless otherwise agreed].

The Buyer is obliged to receive the Product when it is ready for delivery and the delivery time has arrived. If the Buyer fails to do this, the risk for the Product still transfers to the Buyer.

8. Defects, Complaints and Delays

A defect exists if the product does not comply with section 5 and what the parties have otherwise agreed in writing. A delay occurs if the product is not delivered at the agreed time.

The Buyer is encouraged to inspect the products immediately upon receipt. Any complaints about defects, deficiencies, or delays must be made no later than 7 working days after receipt of the product. In the case of late complaints, the Buyer is barred from asserting any claims against Stangeland Mølle. Complaints must be made in writing and clearly specify and document the alleged defect.

In the case of justified complaints, Stangeland Mølle is, at its discretion, entitled to credit the purchase price as an alternative to replacement.

Stangeland Mølle shall inform the Buyer of significant delays. For delays exceeding 30 days, the Buyer is entitled to terminate the agreement unless the delay is due to circumstances beyond Stangeland Mølle's control.

9. Liability for Damages

Stangeland Mølle is only liable for compensating economic losses incurred by a Buyer as a result of defects, deficiencies, and/or delays if Stangeland Mølle has acted with gross negligence or intent. These limitations apply regardless of the basis for the claim (whether the claim is based on the contract, the Purchase Act, the Product Liability Act, tort, or other grounds).

Stangeland Mølle's maximum liability is limited to 50% of the purchase price for the goods or services that form the basis of the claim.



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Stangeland Mølle's liability is limited to direct losses, and Stangeland Mølle has no liability for compensating indirect losses, e.g., lost profits, lost production, or other consequential damages incurred by the Buyer as a result of defects, deficiencies, and/or delays in Stangeland Mølle's sale of goods and/or services.

10. Delivery Obstacles

Stangeland Mølle's liability is waived in the event of force majeure or other obstacles that make it impossible or unreasonably burdensome for Stangeland Mølle to fulfill the delivery as agreed.

Force majeure and other obstacles include, but are not limited to, labor disputes, fire, war, pandemic, epidemic, mobilization, or military call-ups of similar scope, requisition, seizure, currency restrictions, riots, scarcity of transportation means or essential inputs, general scarcity of goods and raw materials, extraordinary price increases on raw materials or other goods and services required for the fulfillment of the agreement, restrictions in the supply of energy, or deficiencies in deliveries from subcontractors due to similar causes. The circumstances mentioned only exempt from liability if Stangeland Mølle cannot overcome them without significantly increased costs.

If such a situation occurs, Stangeland Mølle can, after written notice to the Buyer, terminate an agreement without liability or decide to change the delivery time. In the case of a significant change in the delivery time (beyond 45 days), the Buyer is entitled to terminate the agreement. Beyond this, the Buyer is not entitled to assert any sanctions against Stangeland Mølle as a result of delivery obstacles mentioned in this section, which means the Buyer is barred from making claims for compensation or claims for the fulfillment of the agreement.

11. Intellectual Property Rights

Stangeland Mølle shall have exclusive rights to all recipes, both existing recipes and recipes developed as part of the contractual relationship with the Buyer. The same applies to all other intellectual property rights (including but not limited to designs, know-how, trademarks, etc.), unless the parties have agreed otherwise in writing.

12. Additional Closing Provisions

- (1) Stangeland Mølle has the right to change the Standard Terms with binding effect for future agreements without notice. The Buyer is obliged to familiarize themselves with which versions of the Standard Terms apply at any time. The current Standard Terms can be found at www.stangeland-molle.no
- (2) Unless the parties agree otherwise in writing, the Buyer is obliged to maintain confidentiality about trade secrets (including recipes, product content, and production methods) related to Stangeland Mølle's products or services that the Buyer becomes aware of through the contractual relationship.
- (3) If a dispute arises between the parties based on the interpretation or conflict between these Standard Terms and other written material, these Standard Terms shall take precedence over all other documents. Subsequently, other written materials shall have precedence in the following order: i) order confirmation, ii) order, iii) offer, iv) specifications and data sheets, v) information on Stangeland Mølle's website, and vi) other written correspondence between the parties.
- (4) If Stangeland Mølle has purchased or manufactured Products for the Buyer that are in Stangeland Mølle's warehouse awaiting the Buyer's withdrawal, and the parties have not agreed otherwise in writing, the Buyer is obliged to pay for these Products no later than the Product's expiration date.
- (5) These Standard Terms are prepared in Norwegian and translated into English. In case of any discrepancies between the Norwegian and English texts, the Norwegian text shall prevail.

13. Governing Law and Jurisdiction

This agreement is governed by Norwegian law. Any disputes shall be sought to be resolved through negotiation. If the parties do not reach an agreement, disputes shall be resolved at Stangeland Mølle's jurisdiction as the exclusive agreed jurisdiction.