



**General Terms and Conditions of Sale  
of Rawbite ApS  
for Sales to Commercial Customers**

**1. Scope of validity, conclusion of contract**

- 1.1 For all current and future business relationships, all deliveries, offers and other performances shall take place exclusively pursuant to these General Terms and Conditions of Sale (GTACS). These GTACS are considered to have been accepted upon placing an order with Rawbite, and at the latest upon the partial or full acceptance of the delivery or performance.
- 1.2 Rawbite does not recognise general terms of trade of the customer that deviate from, contradict or amend these GTACS, unless Rawbite has explicitly agreed to accept their validity in writing. These GTACS shall also apply if Rawbite renders the performance for the customer unconditionally, in knowledge of terms of the customer that amend, deviate from or contradict these GTACS. This also applies in the event that such terms of trading of the customer are forwarded to Rawbite by means of a letter of confirmation.
- 1.3 All offers made by Rawbite are subject to change. The placing of an order with Rawbite shall be deemed a binding contractual offer by the customer. In so far as nothing to the contrary results from the order, Rawbite shall have the right to accept this contractual offer within two weeks of receiving it or to reject it. Such acceptance can be declared either in writing (e.g. by means of a confirmation of order) or by delivering the ordered goods to the customer.
- 1.4 Rawbite concludes the contract subject to the condition of the correct and timely delivery to Rawbite itself by Rawbite's suppliers. This shall only apply for the event that the non-delivery is not Rawbite's responsibility.
- 1.5 All agreements made between Rawbite and the customer pertaining to the execution of a contract are recorded in writing in this contract. Legally relevant declarations and notifications that the customer has to make vis-à-vis Rawbite after conclusion of the contract (e.g. deadlines, notices of defects, declarations of withdrawal or reduction) must be made in writing to be valid.

**2. Place of fulfilment, transfer of risk**

- 2.1 The place of fulfilment for the performances to be rendered by Rawbite is Rawbite's registered office in 2880 Bagsværd or the dispatch warehouse if explicitly appointed by Rawbite according to EXW Incoterms 2020.
- 2.2 The risk of the accidental destruction or accidental deterioration of the goods passes over to the customer in correspondence with EXW Incoterms 2020.

**3. Form of delivery, packaging**

- 3.1 Rawbite renders the delivery, unless otherwise agreed, by truck, Postal Service or shipping carrier to the customer, but for the customer's risk.
- 3.2 The delivery shall be in customary commercial packaging as selected by Rawbite. Rawbite is not obliged to take back packaging material. The customer shall be responsible at its own cost for disposing of packaging material received within the scope of a delivery by Rawbite.
- 3.3 In as much as the delivery is made on standard pallets,

the customer shall be obliged, in exchange, to provide the same number of undamaged empty pallets of the same size, design and quality in return for the pallets received with the delivery. If the customer does not have any exchange pallets or if they are damaged in the sense of the UIC norm or if pallets cannot be exchanged due to food-related legal requirements, Rawbite shall have the right to demand financial compensation of EUR 10.00 for each exchange pallet not provided.

- 3.4 Rawbite shall have the right to make partial deliveries if (i) the partial delivery can be used by the customer within the scope of the contractually intended use. Or, (ii) the delivery of the remaining ordered goods is ensured, and if (iii) this gives rise to no significant additional costs or work for the customer (unless Rawbite declares its willingness to take over these costs). The invoices issued for partial deliveries shall be payable irrespective of the overall delivery.
- 3.5 The minimum order value is zero, however terms of MOQ apply to obtain free shipping. These terms are specified on the Rawbite B2B webshop and are subject to change.

**4. Delays in delivery and acceptance**

- 4.1 Delivery deadlines are to be understood as approximate deadlines, unless explicitly stated by Rawbite to be binding.
- 4.2 Rawbite shall not be liable for impossibility of delivery or for delivery delays. If force majeure or other events unforeseen at the time of concluding the contract (e.g. all kinds of business interruptions, difficulties in procuring energy or material, transport delays, strikes, lawful lockouts, a lack of staff, energy or raw materials, difficulties in procuring the required official permits, official measures or the lack of, incorrect or delayed delivery by the supplier) for which Rawbite is not responsible significantly hinder Rawbite in its delivery or performance or if they make such delivery or performance impossible, and the hindrance is not only of a temporary nature, Rawbite shall have the right to withdraw from the contract. In the case of hindrances of limited duration, the delivery periods or deadlines extend for the amount of time of the hindrance.
- 4.3 If the customer is in arrears with its acceptance of the goods, Rawbite shall have the right to refuse further deliveries until such time as the customer has met its obligations vis-à-vis Rawbite from the agreed delivery. Any rights to claim damages shall remain unaffected by this.
- 4.4 Rawbite can make further deliveries contingent to an advance payment of the purchase price or a security deposit, without the customer acquiring any rights as a result to withdraw from the concluded agreement.

**5. Terms of payment**

- 5.1 Payments are to be made to Rawbite without deduction by the 30th day after the invoice date stated on the invoice.
- 5.2 The customer may only offset uncontested or legally binding claims against claims from Rawbite. In the event of defects in the delivery, clause 7.3 shall remain

unaffected.

## **6. Warranty**

- 6.1 In the event of defects to the delivered goods, Rawbite shall provide its choice of either repair or replacement of the goods in question (subsequent performance).
- 6.2 The customer shall only have warranty rights on the condition that it has properly met its obligation to inspect and reprimand the delivery in accordance with usual commercial practice and the Danish Purchase act and rendered complaint of any defect it has found immediately and no later than two weeks after receiving the goods. If the customer fails to inspect or render complaint, the delivered goods shall be deemed to have been approved, unless the defect was not distinguishable in the inspection. Complaints are to be made in writing to Rawbite, attaching the packing note enclosed with the delivery or another identification paper. This shall also apply to any wrong deliveries or deviations from the agreed amounts delivered.
- 6.3 Rawbite shall have the right to render its owed subsequent performance dependent on the customer paying the owed purchase price. The customer shall have the right, however, to retain a share of the purchase price commensurate with the defect.
- 6.4 The passing of the "best before" date after delivery does not give the customer the right to return the goods.
- 6.5 Only the product description that Rawbite has agreed upon with the customer shall be deemed the proper quality of the goods. Public statements, promotions or third-party advertisements shall not represent a statement of a given quality of the goods in addition to the product description from Rawbite.
- 6.6 In as much as the goods are furnished with European Article Numbers (EAN) or the equivalent thereof as a bar code, Rawbite guarantees only the correct assignment of the goods in question to the appropriate EAN. If the bar code cannot be read and this is the responsibility of Rawbite, Rawbite will only grant a warranty if this means the error rate to be accepted in accordance with the applicable state of technology has been exceeded. This shall be based on the regulations of GS1 Denmark made known accordingly.
- 6.7 If the subsequent performance fails or if an appropriate period of grace to be set by the customer for subsequent performance has passed without fulfilment, or if such period of grace can be dispensed with by law, the customer can withdraw from the contract or reduce the purchase price. There shall, however, be no right of withdrawal in the event of an insignificant defect.
- 6.8 At Rawbite's request, the customer shall declare, within an appropriate period of time, whether it chooses to withdraw from the contract due to a defect, or if it continues to demand delivery.
- 6.9 The customer shall only have rights to demand damages or the reimbursement of fruitless expenditures in accordance with the provisions of Item 8, and there shall be no other rights apart from this.
- 6.10 In deviation from Danish Purchase Act section 54, the general period of limitation for warranty claims for defective goods or legal defects shall be one year from delivery. In as much as Rawbite does not explicitly recognise possible claims for defects on the part of the customer, new deliveries and subsequent rectifications of the delivered object shall be made as a gesture of good will and without acknowledgement of a duty to do so.

## **7. Liability**

- 7.1 In the event of breach of main obligations material to the contract, Rawbite's liability shall be limited to damage to the goods that is foreseeable and typical for the kind of product in question and in all circumstances maximized to the value of the order in question. In other cases, Rawbite shall not bear any liability for slight negligence. This shall also apply to slightly negligent breaches of duty on the part of legal representatives or vicarious agents of Rawbite.
- 7.2 Liability pursuant to the Danish Product Liability Act shall remain unaffected by the above restrictions of liability. The same applies to the liability arising from damage to life, body or health, and if Rawbite has intentionally failed to disclose a defect or offered a guarantee for the quality of the goods.
- 7.3 The period of limitation set forth in 6.10 also applies to contractual and non-contractual claims for damages on the part of the customer, as based on a defect to the goods. The periods of limitation provided for by Danish product liability law shall remain unaffected in any case. Otherwise, only the statutory periods of limitation shall apply for claims for damages on the part of the customer, in accordance with Item 8.

## **8. Retention of title**

- 8.1 Rawbite reserves the right to retain ownership of the delivered goods until such time as all its claims out of the business relationship with the customer have been settled.
- 8.2 The customer has the right to resell the goods handed over to it in normal business operations. If the customer ceases to make its payments, it no longer has the right to dispose over the goods already delivered to it.
- 8.3 The customer is obliged to inform Rawbite immediately of any access of third parties to the goods delivered under retention of title and to give the information required for Rawbite to assert its rights, and to surrender the corresponding documents.
- 8.4 Upon placement of the order and until full payment of all claims from the business relationship with Rawbite, the customer assigns all rights arising to it vis-à-vis third parties from the sale or further processing, and such rights arising in the future, to Rawbite, along with all subsidiary rights. Rawbite accepts this transfer of rights. The customer also assures that it has not otherwise disposed over the rights transferred to Rawbite in any other way. Rawbite reserves the right to assert the right itself if the customer fails to properly meet its payment obligations vis-à-vis Rawbite and falls in arrears.
- 8.5 The customer shall only have the right to transfer resale rights to other third parties with the prior written consent of Rawbite. Rawbite's rights from the Danish act on bankruptcy on individualization remain reserved.
- 8.6 If the customer fails to make payment in the contractual fashion, Rawbite can demand return of its property, irrespective of its other rights. The taking back of the goods shall not be deemed a withdrawal from the contract unless Rawbite declares its withdrawal in writing.
- 8.7 If the realisable value of the collateral exceeds Rawbite's claim by more than 10%, Rawbite will release collateral of its choice at the customer's request.

**9. Compliance and sustainability**

- 9.1 Rawbite considers sustainability to be a continuous process of learning and transformation for the entire enterprise. For Rawbite, sustainability is not a final destination but a path that responsible companies have to take. The customer undertakes to comply with Rawbite's specifications with regard to sustainability and to pay due attention to sustainability with suitable means.
- 9.2 At Rawbite's request, the customer will provide evidence of its adherence to the compliance and/or sustainability requirements. If the customer violates the above regulations, and if it fails to remedy the breach within a reasonable period set by Rawbite, Rawbite shall have the right to withdraw from the contract entirely.

**10. Miscellaneous**

- 10.1 The laws of Denmark apply. It is agreed that the laws of Denmark shall apply under exclusion of uniform international law, in particular UN sales law.
- 10.2 If individual provisions of the contract with the customer, including these GTACS should be or become partially or entirely invalid, this shall not affect the validity of the remaining provisions. In such case, the partially or entirely invalid provisions shall be deemed to be replaced by such legally valid provisions as the contractual partners would have agreed upon in accordance with the commercial goals of the contract and the purpose of these GTACS if they had been aware of the invalidity of the provisions.
- 10.3 The sole legal venue for all disputes arising from this contract is Court of Glostrup. Rawbite also has the right, however, to file a suit in the customer's general legal venue.