GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND SERVICE

Effective from: 1 September 2026

Applicable to the sale of machinery and spare parts, as well as services and support provided by:
ColoQuick by Calvex A/S, Ulvevej 28, 7800 Skive, Denmark
Company registration no.: 36705337 / Tel.: +45 97 53 73 33 / info@coloquick.com

1. GENERAL PROVISIONS AND SCOPE

These terms and conditions of sale, delivery and service (the "Terms") apply to all quotations, sales, deliveries, services, repairs and other agreements entered into between the Seller and business customers (the "Buyer"), unless otherwise agreed in writing.

Electronic communications, including email, are deemed to be in writing.

The Buyer's own purchasing terms or other terms and conditions shall not be binding on the Seller unless expressly accepted by the Seller in writing.

Quotations issued by the Seller shall be valid for 30 days from the date of the quotation, unless otherwise stated in the quotation.

The Seller may withdraw a quotation before acceptance if material circumstances change.

2. PRICES AND PAYMENT

Any additional costs, including customs duties, taxes, packaging, freight, insurance, environmental surcharges and other public charges, shall be charged where applicable. Unless otherwise agreed, invoices are issued in EUR.

The Seller may adjust prices until the order confirmation is issued.

The agreement becomes binding upon written acceptance of the quotation or order confirmation.

Payment shall be made in accordance with the payment terms agreed between the parties and specified in the order confirmation.

In the event of late payment, default interest shall accrue at 2% for each commenced month, together with fees and debt collection costs in accordance with applicable legislation and compensation pursuant to the Danish Interest Act.

The Buyer shall not be entitled to withhold payment or set off any counterclaim unless the counterclaim has been acknowledged by the Seller in writing or established by a final court judgment.

In the event of the Buyer's breach, the Seller shall be entitled to suspend further deliveries and service work, require advance payment, terminate the agreement and declare all outstanding amounts immediately due and payable.

3. PRODUCT INFORMATION AND TECHNICAL INFORMATION

All information regarding weight, dimensions, capacity, performance, technical data, specifications, catalogues, brochures, drawings, photographs and illustrations is for guidance only, unless otherwise expressly agreed in writing.

The Seller reserves the right to modify product specifications continuously and without notice, provided that the functionality of the product is not materially reduced.

Drawings, software, documentation, descriptions and other materials shall remain the property of the Seller and may not be copied, transferred or disclosed without the Seller's written consent.

All performance information is indicative and depends on correct installation, operation and maintenance.

4. DELIVERY AND TRANSFER OF RISK

Delivery shall be made FCA the place of dispatch specified in the order confirmation, Incoterms® 2020, unless otherwise agreed in writing. The Seller may arrange transport on behalf of the Buyer. All freight and transport-related costs shall be borne by the Buyer. Arranging the transport shall not alter the transfer of risk under the agreed Incoterm.

The Seller shall be entitled to make partial deliveries.

Delivery times are estimates, unless otherwise agreed in writing.

A delay shall not entitle the Buyer to compensation or termination of the agreement unless the delay is caused by gross negligence or wilful misconduct on the part of the Seller.

5. DUTY TO INSPECT AND NOTIFICATION OF DEFECTS

The Buyer shall inspect the delivery immediately upon receipt.
Notice of visible defects or non-conformities must be submitted in writing without undue delay and no later than five working days after delivery.

Notice of latent defects must be submitted in writing without undue delay after the defect was or should have been discovered.

Failure to provide timely notice shall result in the loss of the right to rely on the defect or non-conformity.

6. DEFECTS AND WARRANTY

For a period of 12 months from the date of delivery, unless otherwise agreed in writing, the Seller undertakes, at its option, to repair or replace defects caused by errors in design, materials or manufacture.

The warranty does not cover wear parts, consumables, normal wear and tear, inadequate maintenance, incorrect installation, improper use, overloading, faults in the Buyer's or end customer's installations, or modifications or repairs carried out by anyone other than the Seller, an authorised ColoQuick partner or a service provider appointed by such partner.

The warranty covers only the defective part of the delivery.

Replaced parts shall become the property of the Seller.

Used machines are sold as seen and without liability for defects, unless otherwise agreed in writing.

7. SERVICE AND TECHNICAL SUPPORT

Outside Denmark, the local authorised ColoQuick partner is responsible for arranging and providing service to its customers. Service may be performed by the ColoQuick partner or by a service provider appointed by the partner and is subject to the terms, conditions and rates of the party providing the service.

Calvex A/S may provide technical support to the authorised ColoQuick partner as separately agreed but shall not be responsible for service work performed by the partner or its appointed service providers.

The Buyer shall ensure that the end customer provides safe access to the premises and the necessary installations, power, internet and network connections. The Buyer shall also ensure that the Seller, the authorised ColoQuick partner or the appointed service provider is informed of any infectious diseases or other relevant health and safety risks before an on-site visit.

Calvex A/S shall endeavour to maintain access to essential spare parts for 10 years after ordinary sales of the relevant product model have ceased. However, availability cannot be guaranteed if parts are discontinued or can no longer be supplied for legal or technical reasons.

8. ONLINE FUNCTIONS AND MACHINE DATA

Internet-connected machines may provide access to online functions, remote support, software updates and other digital services.

The Buyer shall ensure that the end customer is informed of the technical requirements for a functioning internet connection and a suitable local network and IT environment.

In connection with the operation of the machine, the Seller may collect and process technical data, machine data and personal data. Such processing is governed by the Seller's Terms and Conditions for Data Processing, Online Connectivity and Machine Data in force from time to time, available at:
https://go.coloquick.com/Data-Terms-and-Conditions

The Buyer shall ensure that the end customer receives access to the Data Terms and completes the required registration and authorisation process.

The Seller and the local authorised ColoQuick partner may access and use relevant machine data only for the purposes and under the conditions described in the Data Terms.

9. INSTALLATION

Outside Denmark, installation shall be arranged and carried out by the local authorised ColoQuick partner or by a service provider appointed by the partner. The partner is responsible for ensuring that the installation is completed in accordance with the Seller's instructions and that the electrical supply and connection are verified by an appropriately qualified professional and comply with the Seller's technical specifications and applicable local regulations.

Installation shall be deemed complete when the machine has been installed, tested and is operational and, where applicable, registered in the Seller's online system, unless otherwise agreed in writing.

The Buyer shall ensure that the end customer is informed that the end customer is responsible for checking during use that the thawing function and, where applicable, the pasteurisation function operate correctly. Any deviation or suspected malfunction must be reported to the local authorised ColoQuick partner without undue delay.

10. REMOTE SUPPORT AND IT ACCESS

The Buyer shall ensure that the end customer is informed that, for internet-connected machines, the Seller and the local authorised ColoQuick partner may, in accordance with the Data Terms and subject to the end customer's authorisation during registration, access relevant machine data and connect to the machine remotely where necessary for troubleshooting, technical support and software updates.

If such support requires access to the end customer's IT systems, network, software or Wi-Fi connection, the Buyer shall coordinate the necessary access with the end customer and ensure that it can be granted lawfully and securely.

The Seller shall not be liable for network security, data loss, cyberattacks, viruses or operational disruptions relating to the Buyer's, the end customer's or third-party IT systems.

11. RETENTION OF TITLE

The goods supplied shall remain the property of the Seller until payment has been received in full, to the extent that retention of title may validly be agreed under applicable law.

Until then, the Buyer shall store the delivery safely and maintain appropriate insurance coverage.

12. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, including copyrights, patents, trademarks, software, source code and know-how, belong to the Seller or its licensors.

The Buyer may not copy, reverse engineer or attempt to manufacture equivalent products.

Software licences are non-transferable.

The Buyer acquires only a non-exclusive right to use the delivered products in accordance with the agreement.

13. EXPORT

The Buyer shall comply with all applicable export control laws, sanctions and trade restrictions and shall not, directly or indirectly, export, re-export, transfer or resell the products to any prohibited country, person, entity or end use. The Buyer shall ensure that its customers and other recipients comply with the same requirements.

14. LIABILITY AND LIMITATION OF LIABILITY

The Seller's total liability, irrespective of the basis of the claim, shall never exceed the total invoiced value of the delivery, machine, spare part or service to which the claim relates.

The Seller shall not be liable for indirect or consequential loss, including, but not limited to, operating losses, production losses, loss of profit, loss of goodwill, loss of data, losses resulting from downtime, energy losses, third-party losses or any other indirect financial loss.

The Seller shall not be liable for faults caused by improper use, inadequate maintenance, overloading, faults in the Buyer's installations, insufficient power supply, network or IT conditions, third-party software, modifications or interventions performed by anyone other than the Seller, failure to comply with the Seller's instructions and guidelines, loss of animals, loss of milk, veterinary costs, loss of breeding value, loss of genetic value or production stoppages.

The Seller shall not be liable for compatibility with the Buyer's existing machines, software, networks, production lines or other installations unless expressly agreed in writing.

The Seller shall not be liable for loss or damage resulting from the Buyer's or end customer's failure to carry out the checks or report deviations or suspected malfunctions as required under clause 9.

The Seller shall not be liable for loss or damage arising in connection with remote support, network access, Wi-Fi connections, cyberattacks, viruses, hacking, data outages or other IT security matters affecting the Buyer or any third party.

The Buyer is responsible for data backups, up-to-date antivirus software, firewalls, access control, network security and any other necessary IT security measures.

The limitations of liability shall not apply in cases of wilful misconduct, gross negligence, personal injury or liability that cannot lawfully be limited under Danish law.

15. PRODUCT LIABILITY

The Buyer shall immediately take reasonable steps to mitigate its loss.

The Seller shall be liable for product liability only to the extent required by mandatory Danish law.

The Seller shall not be liable for damage to the Buyer's real or personal property while the delivered goods or machine are in the Buyer's possession, unless such liability follows from mandatory legislation.

The Seller shall not be liable for damage to real property, personal property, products manufactured by the Buyer, or products incorporating the Seller's delivery, unless such liability follows from mandatory legislation.

Under no circumstances shall the Seller be liable for indirect or consequential loss arising from product liability, including operating losses, production losses, loss of profit, loss of data or other consequential financial losses.

To the extent that the Seller incurs product liability towards a third party beyond the liability arising under these Terms or mandatory legislation, the Buyer shall indemnify and hold the Seller harmless.

The Buyer shall submit to the jurisdiction of the same court that hears any claim for damages brought against the Seller by a third party.

16. FORCE MAJEURE

The Seller shall not be liable for failure or delay in performance due to circumstances beyond the Seller's reasonable control, including war, trade war, sanctions, terrorism, pandemics, epidemics, fire, flooding, natural disasters, strikes, lockouts, transport disruptions, energy shortages, cyberattacks, supplier failures, component shortages, chip shortages, government intervention, import or export restrictions, or other force majeure-like events.

The delivery period shall be extended accordingly.

If the force majeure event continues for more than 90 days, either party may terminate the agreement without liability.

17. PERSONAL DATA AND GDPR

The Seller processes personal data in connection with sales, delivery, service, support and administration in accordance with applicable data protection legislation, including the GDPR.

The processing of personal data and machine data in connection with internet-connected machines is described in the Seller's Terms and Conditions for Data Processing, Online Connectivity and Machine Data, available at: https://go.coloquick.com/Data-Terms-and-Conditions

The Buyer shall ensure that the end customer receives access to the applicable Data Terms and privacy policy before or during registration of the machine.

The Seller's general processing of personal data is described in the Seller's privacy policy, available at: https://calvex.dk/privatlivspolitik/

18. CONFIDENTIALITY

The parties shall treat all technical, commercial and operational information as confidential.

Information may not be disclosed to third parties without the other party's written consent, unless disclosure is required by law or necessary for the performance of the agreement.

This provision shall continue to apply after termination of the agreement.

19. GOVERNING LAW AND JURISDICTION

The agreement shall be governed by Danish law.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Any dispute shall be subject to the exclusive jurisdiction of the District Court of Viborg, Denmark.