# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

## 1. APPLICATION AND VALIDITY

1.1 These General Terms and Conditions, together with the specific order, constitute a contract between the invoicing Novozymes company ("Novozymes") and the customer submitting the order ("Customer").

1.2 Any special or general requirements of the Customer stated in offers, orders, purchase conditions etc. shall not constitute an exemption from the following conditions, unless expressly accepted by Novozymes in writing and these General Terms and Conditions shall be deemed as the entire agreement between the parties on the subject matter contained herein unless otherwise agreed in writing between the Customer and Novozymes.

## 2. ORDERS

2.1 The order must indicate specific products, quantity, price, total purchase price, shipping instructions, requested delivery dates, sold-to and ship-to addresses and any other special instructions. All orders are subject to acceptance by Novozymes.

## 3. PRICES

3.1 The prices are exclusive of any applicable value added tax (VAT), similar sales tax and any other taxes. Unless specified otherwise, the prices shall always be based on delivery in accordance with the agreed Incoterms (INCOTERMS 2020).

3.2 Novozymes reserves the right to adjust its prices without notice and such new prices shall become effective immediately. Prices of confirmed orders are not subject to change.

## 4. PAYMENT TERMS

4.1 Unless otherwise agreed in writing, Novozymes shall issue an invoice to the Customer stating when the invoice amount is due, no later than upon delivery of the products.

4.2 If payment is not received by Novozymes when due, Novozymes reserves the right to hold back further deliveries until payment has taken place. Novozymes shall then be entitled to change, in its discretion, the terms of payment.

4.3 Unless otherwise expressly specified, payment shall be made by bank transfer to Novozymes' account from the Customer's account. In case of overdue payment, the Customer shall be obliged to pay interest on the due amount as stated on the invoice, from the due date and until Novozymes has received payment.

4.4 The Customer shall pay all of Novozymes' costs and expenses, including reasonable attorneys' fees and expenses, incurred in collecting any amounts not paid as and when due.

## 5. DELIVERY

5.1 Delivery dates will be established by Novozymes upon receipt of orders from the Customer. Unless stated otherwise in the confirmed order, any times or dates for delivery by Novozymes are estimates.

5.2 Unless otherwise agreed in writing, delivery of the products is made EXW Novozymes' warehouse (Incoterms 2020). In the absence of specific instructions, Novozymes will select the carrier and ship to the single location designated by the Customer. Novozymes may deliver the products in one or more shipments and invoice each shipment separately.

5.3 Delivery of the products is conditioned upon the Customer maintaining credit satisfactory to Novozymes and Novozymes may, without notice or liability to the Customer, suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial payment of the amounts owed or prepayment on future orders, adequate to Novozymes in its discretion.

5.4 Risk of loss with respect to the products shall pass to the Customer in accordance with the agreed Incoterms. Title will be transferred to the Customer only upon full payment of the purchase price.

## 6. OBLIGATION OF EXAMINING, ACCEPTANCE AND CONFORMANCE

6.1 The Customer shall immediately after the receipt of a delivery examine the products in order to identify any visual defects or whether any portion fails to conform to the applicable purchase order or the product specifications. In the event of defects or non-conformity to the applicable purchase order and/or product specifications, the Customer may reject the non-conforming portion of the shipment by written notice to Novozymes. Such notice shall specify the manner in which the shipment fails to conform to the purchase order and/or product specifications.

6.2 Non-conformance to the product specifications shall be notified promptly upon discovery by the Customer. Visual defects and non-conformance to the applicable purchase order shall be notified to Novozymes no later than 5 (five) days from the Customer's receipt of the shipment. In the absence of any such notice, the Customer shall be deemed to have accepted the shipment. The Customer shall give Novozymes a reasonable opportunity to inspect the products and/or examine samples of the non-conforming products.

6.3 If any of the products are found to be defective or not to be in conformance with the purchase order and/or the product specifications, Novozymes will use its commercially reasonable efforts to replace such products at no additional cost to the Customer. This shall be the Customer's sole remedy for any products it rejects hereunder and replacement cannot be considered as delay of the non-conforming order,

## 7. USE

7.1 The Customer acknowledges that the Customer holds the full responsibility for the specific use of the products, including, but not limited to requirements to product handling, working environment, product documentation as well as public authority requirements (including but not limited to safety and working environment requirements), relevant laws and regulations etc. The Customer acknowledges that the use of enzymes and/or microorganism products in certain applications requires specific approval in some countries and that the Customer is solely responsible for obtaining such approval. The Customer furthermore acknowledges that the Customer holds the full responsibility that the use of the products does not infringe patents or other third party rights and Novozymes disclaims any liability in connection herewith.

7.2 The Customer is not permitted to perform any analysis of the products for chemical composition and structure and shall not reverse-engineer or reproduce the products.

7.3 The Customer shall use products in accordance with the purpose of the applicable product specifications.

## 8. LIMITED WARRANTY

8.1 Novozymes warrants and represents that (i) it has title to the products; (ii) the products are free of any third party liens or encumbrances; (iii) at the time of transfer of the products from Novozymes to the Customer the products conform to the applicable product specifications contained in the product data sheets in effect at the time of sale (product data sheets may be subject to change), and (iv) that the enzyme and/or microorganism product as sold as well as the production of the enzyme and/or microorganism product do not infringe third party patent rights.

8.2 This warranty shall apply only to the products received by the Customer in the same unbroken package as actually shipped by Novozymes. Whether intentional or accidental, any breakage, leakage, or subdivision that will have a direct bearing on the quality and characteristics of the products, as well as any storage or handling inconsistent with Novozymes' storage and handling instructions concerning the products, shall render this warranty null and void with respect to the products so affected.

8.3 THE FOREGOING WARRANTY IS THE CUSTOMER'S EXCLUSIVE WARRANTY AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS RESULTING FROM ANY USE OF THE PRODUCTS AND ANY WARRANTY ARISING BY LAW, OUT OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR INDUSTRY STANDARD. NOVOZYMES DOES NOT AUTHORIZE THE CUSTOMER OR ANY OTHER PERSON TO MAKE ANY WARRANTIES REGARDING ITS PRODUCTS ON BEHALF OF NOVOZYMES AND NO WARRANTIES OR STATEMENTS OF ANY KIND BY THE CUSTOMER OR ANY OTHER PERSON SHALL BIND NOVOZYMES.

## 9. LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 NOVOZYMES SHALL INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM BREACH OF THE LIMITED WARRANTIES IN SECTION 8 AND PRODUCT LIABILITY CLAIMS UNDER APPLICABLE MANDATORY STATUTORY PROVISIONS WHERE IT IS ESTABLISHED THAT SUCH LIABILITY ARISES DIRECTLY FROM DEFECTS IN PRODUCTS WHEN USED IN ACCORDANCE WITH ITS INTENDED USE AND RELEVANT SAFETY DOCUMENTATION.

9.2 ANY ACTION BY CUSTOMER UNDER OR RELATING TO THESE TERMS OR ANY PRODUCTS SOLD BY NOVOZYMES MUST BE COMMENCED WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION HAS ACCRUED. NOVOZYMES' LIABILITY FOR FAILURE TO FULFIL ITS OBLIGATIONS UNDER THE WARRANTY STATED HEREIN OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY PRODUCTS SUPPLIED HEREUNDER SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE PRODUCTS AT ISSUE FOR THE PRECEEDING SIX (6) MONTHS.

9.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, NOVOZYMES SHALL NOT IN ANY EVENT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, FOR ANY LOSS OF PROFIT, ANY LOSSES DUE TO DELAY IN DELIVERY, ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING FROM THIS CONTRACT, ANY PRODUCTS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

9.4 The Customer shall hold harmless and indemnify Novozymes from and against any liability, obligation, loss, damage, fees, fine, penalty, action, claim, judgment, settlement, proceeding, cost, expense and disbursement of any kind or nature whatsoever, including all reasonable attorney's fees, costs and expenses of defence, appeal, and settlement of any suits, actions or proceedings instituted against Novozymes and all costs of investigation in connection therewith that may be imposed on, incurred by, or asserted against Novozymes by a third party arising out of any order of products hereunder, except only if specifically covered by the above listed limited warranties and indemnification.

## 10. ASSIGNMENT

10.1 Novozymes shall be entitled to assign its rights hereunder (in whole or in part) or to subcontract any part of work or services to be provided hereunder as it deems necessary or desirable.

10.2 The Customer shall not assign or transfer its obligations or any interest in or moneys payable hereunder without prior written consent of Novozymes. To the extent assignment is made, it is hereby agreed and acknowledged that the Customer shall remain directly responsible and liable towards Novozymes for any default and/or breach of these General Terms and Conditions by such assignee.

## 11. INTELLECTUAL PROPERTY

11.1 The sale of the products hereunder does not convey to the Customer or any other person any right, title, license or other interest of any kind with respect to any intellectual property rights relating to the products, hereunder without limitation, patents, patent applications or trademarks, except that the Customer shall have an implied license to Novozymes owned and controlled intellectual property rights to use product bought from Novozymes for the purpose stated in the product documentation unless Novozymes notifies the Customer otherwise.

## 12. FORCE MAJEURE

12.1 Novozymes shall not be liable to the Customer for any damages or failure to make delivery in respect of any orders accepted by Novozymes for the production or sale of any products where such failure is due to fire, strike, labour trouble, power failure, inability to obtain raw materials, war, lack of or failure of transportation, delay in delivery or defects in goods supplied by Novozymes' suppliers or subcontractors, act of God, regulations of any governmental authority, incorrect, delayed or incomplete information provided by the Customer or any cause or condition beyond the reasonable control of Novozymes.

12.2 Further, the occurrence of any such circumstance shall operate to extend Novozymes time of performance hereunder for a period not less than the period of delay caused by such circumstances. In the event of any such circumstance, Novozymes may allocate its production and deliveries among its customers as it may decide in its sole discretion.

## 13. GOVERNING LAW - JURISDICTION

13.1 These General Terms and Conditions shall be construed and interpreted pursuant to the substantive laws of the country of the selling entity of Novozymes. The United Nations Convention on Contracts of the International Sale of Goods (CISG) shall not apply. The English wording of these General Terms and Conditions shall prevail. Any dispute relating to the sale of products hereunder or the application or interpretation of these Terms and Conditions shall be referred to ICC arbitration in the country of the selling entity of Novozymes.

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