



STANDARD TERMS OF SALE
of Akraborg ehf. / FANG

1. **Introduction.** These standard terms of sale shall apply to any sales of products by the Supplier unless otherwise agreed. In these standard terms of sale, (i) the “**Supplier**” shall mean Akraborg ehf. (which may be trading as FANG), an Icelandic company registered with reg. no. 510789-3939 or such other member of Akraborg ehf.’s group as may be identified as the Supplier in the Order Confirmation; (ii) the “**Purchaser**” shall mean the entity or person identified in the Order Confirmation as purchasing the Products; and (iii) the “**Order Confirmation**” shall mean the order confirmation, invoice or other written confirmation from the Supplier for the sale of Products to the Purchaser. These standard terms of sale apply to and form part of each Order Confirmation. The Supplier reserves the right to amend these standard terms of sale at any time, and the amended terms shall apply to all Order Confirmations made after the date of amendment.

2. **Agreement to purchase.** By signing or otherwise agreeing to the Order Confirmation, the Purchaser agrees to purchase the products specified in the Order Confirmation in the quantities specified (the “**Products**”). The Supplier shall have no obligation to sell the Products to the Purchaser unless and until the Supplier has signed or otherwise confirmed in writing an Order Confirmation and that Order Confirmation has taken effect. Except to the extent varied by these standard terms of sale or the Order Confirmation, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply to the Order Confirmation.

3. **Payment.** The price payable by the Purchaser for the Products shall be as specified in the Order Confirmation, which price excludes all sales or value added taxes (if applicable). The Purchaser shall make payment in cleared funds and without deduction according to the payment terms specified in the Order Confirmation. If no date for payment is specified in the Order Confirmation, payment shall be made before dispatch of the Products from the Supplier’s premises. Interest shall accrue on any late payment on a daily basis from the due date until the date of actual payment at the default interest rate published by the Central Bank of Iceland for each day that payment is overdue.

4. **Delivery.** The Products shall be delivered as specified in the Order Confirmation, and if nothing is specified in the Order Confirmation the Products shall be delivered EXW Akranes, Iceland, Incoterms® 2020. All estimated dates for delivery are estimates only and are not binding upon the Supplier.

5. **Manufacture of Products.** The Products will be manufactured in accordance with any agreed specifications for the Products as set out in the Order Confirmation. Products may be manufactured by the Supplier or other members of the Supplier’s corporate group, and the Supplier may also outsource some or all of the manufacture of Products to third parties. Except to the extent otherwise specifically agreed in writing, all recipes, formulations and production methods used in the Products are and remain the exclusive property of the Supplier or its affiliates or licensees, and the Supplier and its affiliates shall be entitled to produce similar or identical products for other customers.

6. **Re-purchase of Purchaser specific packaging.** If the Supplier or any of its affiliates has purchased packaging that is specific to Products for the Purchaser and was purchased for the purpose of meeting forecasts provided by the Purchaser to the Supplier for future purchase(s) of Products, the Purchaser agrees to purchase such packaging from the Supplier if the Purchaser does not place orders for Products as forecasted.

7. **Re-sale and packaging.** The Purchaser is responsible for ensuring that the Products may lawfully be sold in any country (or part thereof) in which the Products may be sold by the Purchaser or any of its direct or indirect customers, including, without limitation, that the packaging and labelling of the Products complies with all packaging and labelling requirements of each such country (or part thereof).

To the extent that Products are, at the Purchaser’s request, packaged by the Supplier or its affiliates or contractors for sale under the brand(s) of the Purchaser or its customer(s), the Purchaser is responsible for providing the Supplier with the necessary information for labelling the Products, including all designs and other information that the Purchaser requires on the Product packaging.

8. **Trademarks.** Where Products are, at the Purchaser’s request, packaged by the Supplier or its affiliates or contractors for sale under the brand(s) of the Purchaser or its customer(s), the trademarks, labelling designs and similar intellectual property rights in the packaging and brand(s) remain the exclusive property of the Purchaser or its licensors. The Purchaser grants the Supplier a non-exclusive, royalty-free licence (including the right to grant sub-licences to its affiliates and contractors) to use such intellectual property rights solely for the purpose of manufacturing and selling the Products to the Purchaser.

Where Products are packaged under the brand(s) of the Supplier or its affiliates or licensors, the trademarks, labelling designs and similar intellectual property rights in the packaging and brand(s) remain the exclusive property of the Supplier (or its affiliate(s) or licensor(s) as appropriate), and the Purchaser shall have no rights to use such intellectual property rights unless otherwise agreed.

9. **Warranties.** The Supplier warrants that the Products have been produced in accordance with all applicable laws and regulations in the country of production of the Products, and, in the case of Products intended by the Supplier for human consumption, are fit for human consumption according to the laws and regulations in the country of production of the Products. Except for the warranties set out in the preceding sentence and any warranties which cannot be excluded as a matter of law, the Supplier makes no other warranties

whether express or implied regarding the Products, including but not limited to warranties of fitness for purpose or quality. The Purchaser agrees to indemnify the Supplier against any and all claims brought against the Supplier relating to the Purchaser's (or any of its direct or indirect customers') use or sale of the Products in any country (or part thereof), except to the extent such claims solely relate to matters warranted by the Supplier or a breach by the Supplier of its obligations under the Order Confirmation.

10. **Limitation of liability.** To the extent permitted by law, the Supplier shall not have any liability to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for (i) any improper handling or storage of the Products by the Purchaser or its agents, or (ii) any loss of goodwill, profit, revenue, or anticipated savings or any indirect or consequential loss.

11. **Force majeure.** If any circumstance not within a party's reasonable control prevents a party from (or delays a party in) performing any of its obligations under the Order Confirmation, such party shall not be in breach of the Order Confirmation or otherwise liable for any such failure or delay in the performance of such obligations for the duration of such circumstances, and the time for performance of such obligations shall be extended accordingly.

12. **Entire Agreement.** The Order Confirmation (including these standard terms of sale), together with any written supply or distribution agreements between the Supplier and the Purchaser relating to the Products, constitutes the entire agreement between the parties relating to the sale and purchase of the Products.

13. **Governing law.** The Order Confirmation and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Iceland.

14. **Dispute resolution.** Each party irrevocably agrees that the District Court of Reykjavík, Iceland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Products, the Order Confirmation or the subject matter of the Order Confirmation.