

WayMark - General Terms of Sale

WayMark general terms of sale, effective as of 1 October 2025

1 Introduction

- 1.1 These general terms and conditions of sale (the “**Terms**”) shall apply to purchase transactions (“**Contracts**”) entered by WayMark Group A/S and/or any of its subsidiaries from time-to-time (hereafter referred to jointly as “**WayMark**”).
- 1.2 The Terms shall apply to all Contracts which are entered into on or after the date of the Terms unless otherwise expressly agreed by WayMark. WayMark will usually issue a sales order confirmation (“**Order Confirmation**”) to the Buyer (as defined below), however, the Terms shall apply to the sale regardless of whether an Order Confirmation has been issued.
- 1.3 The “**Buyer**” shall be defined as the party to which an Order Confirmation is issued by WayMark. If an order has been placed by an intermediary or broker, the intermediary or broker shall also be deemed a “Buyer” and be bound by the Terms.
- 1.4 Any terms and conditions proposed by the Buyer supplementing or amending these Terms shall only be applicable if they have been expressly agreed to in writing by WayMark.

2 Terms of payment and prices

- 2.1 The price set out in the Order Confirmation includes packaging costs and costs to be incurred by WayMark under the agreed delivery terms.
- 2.2 The purchase price shall be paid to WayMark without set off or deduction of any kind.
- 2.3 WayMark shall be entitled to charge interest in any delayed payment of CIBOR 3M + 11% p.a.
- 2.4 Before any payment is made, the Buyer is encouraged to contact WayMark for confirmation of bank account information to ensure that the Buyer is not subject to phishing or similar fraud. Should the Buyer incur losses due to phishing or fraud, such losses are the sole responsibility of the Buyer.

3 Terms of delivery

- 3.1 All delivery clauses shall be interpreted in accordance with the latest version of INCOTERMS published by the International Chamber of Commerce in Paris, France, at the time of the issuance of the Order Confirmation.
- 3.2 It is the sole responsibility of the Buyer to ensure that delivery can be made in accordance with local rules applicable in the jurisdiction where delivery takes place, including permits, licenses and taxation rules. The Buyer shall ensure that all necessary documents are acquired in advance and WayMark shall have no liability for the lack of such documents.
- 3.3 The Buyer is obligated to ensure that it is in possession of all the permits necessary to complete the Contract. The Buyer shall be solely responsible for ensuring that all local import rules are followed.

4 Time of delivery

- 4.1 The date and week of delivery stated in the Order Confirmation should be considered an approximated date of delivery. WayMark shall have no liability for any failure to comply with the delivery date indicated in the Order Confirmation.

5 Force majeure

- 5.1 In the event of force majeure, WayMark shall be entitled to cancel or postpone a delivery or a part of a delivery for any period, without this being considered a breach of the Contract or these Terms.
- 5.2 Force majeure shall include but not be limited to the following: Civil disorder, natural disasters (e.g. earthquakes, storm surges, comprising floods, volcanic eruptions, waterspouts), acts of terrorism, walk-outs, blockades or lock-outs (regardless of whether WayMark is party to such conflict), pandemics, war, riots, fire, transport accidents, restrictions of currency or other financial restrictions, import or export bans as well as sanctions implemented by or towards governments, operational failure as well as third party failure or shutdown of production or other operations .

6 Claims and time bar

- 6.1 The Buyer is obligated to visually inspect the goods upon receipt. Visually detectable defects shall be notified to WayMark immediately and under no circumstance more than 24 hours after receipt. Failure to give notice within this deadline shall result in the claim being automatically waived and barred. The notice shall include a comprehensive and detailed description of the defect and be supported by documentation thereof.
- 6.2 In the event of defects, which are not visually detectable, the Buyer shall notify WayMark as soon as possible and under no circumstance more than 30 days after receipt. Failure to give notice within this deadline shall result in the claim being automatically waived and barred. The notice shall include a comprehensive and detailed description of the defect and be supported by documentation thereof.
- 6.3 Foul odour shall be considered a visually detectable defect. In the event of foul odour, the Buyer shall refrain from unpacking the goods and the Buyer shall seek instructions from WayMark. WayMark shall not be liable for any loss if the Buyer fails to unpack the goods or seek instructions from WayMark.
- 6.4 In the event of any alleged defect, the Buyer shall keep the goods and allow for the goods to be surveyed by WayMark and/or WayMark's insurers.
- 6.5 Any quality or quantity claim raised by the Buyer shall be deemed time barred unless arbitration proceedings have commenced in accordance with clause 17.1 within the earliest of six (6) months of the date of delivery or of the day that delivery should have occurred as per the Order Confirmation.

7 Limitation of liability and indemnification

- 7.1 The aggregate liability of WayMark towards the Buyer and any other party cannot exceed the purchase price for the goods to which the claim is related.
- 7.2 WayMark shall not be liable for any loss caused by delay.
- 7.3 WayMark shall not be liable for any indirect or consequential loss including, but not limited to loss of operation, loss of earnings, loss of time, market loss, badwill, or loss of production.

- 7.4 The Buyer shall indemnify WayMark for any claims brought by third parties against WayMark due to or in connection with any sale made by WayMark to the Buyer.

8 Retention of title

- 8.1 Title of the goods shall remain with WayMark until the purchase price pursuant to the Contract has been paid in full.

9 Anti-money laundering

- 9.1 To ensure compliance with anti-money laundering rules and to prevent inter alia the financing terrorism and similar, WayMark shall be entitled to reject any third-party payments or payment from private individuals. WayMark shall be solely entitled to dismiss any payment which is deemed contrary to the anti-money laundering rules and guidelines applied by WayMark. If a payment is rejected by WayMark, the purchase price shall be deemed to remain outstanding.
- 9.2 The Buyer is obligated to accept the anti-money laundering policies of WayMark in force at any time.
- 9.3 WayMark shall be entitled to return to sender any payment which is made by a third party and which WayMark in its sole discretion renders non-compliant with the policies of WayMark.
- 9.4 WayMark shall be entitled to terminate its relationship with any of its business partners if they, in the sole discretion of WayMark, fail to comply with the policies of WayMark.

10 Prohibition against child labour and slavery

- 10.1 The Buyer warrants that it is not and has never been directly or indirectly connected to any instance of child labour or slavery. WayMark shall always be entitled to cancel any Contract if a Buyer is deemed to be or has been involved in slavery or child labour. WayMark does not accept the use of child labour by any of its counterparties nor by any third party, regardless of whether the circumstances deem slavery or child labour to be legal within the jurisdiction where they occur.
- 10.2 Child labour shall be defined as work that deprives children of their childhood, their potential and their dignity. Work that WayMark considers harmful to both the physical and mental development of children is not acceptable.
- 10.3 Slavery shall be defined as a person who is owned by another person. Slavery is also defined as an instance where an individual is being treated as if they were the property of another person.

11 Sanctions

- 11.1 The Buyer warrants that it is not subject to any sanction laws imposed by the United Nations, the European Union or the United States of America ("collectively "**Sanctions**"), which prohibits or renders unlawful the performance of the Contract. The Buyer further warrants that it is not purchasing the goods as agent, trustee or nominee of any person or entity with whom transactions are prohibited or restricted due to Sanctions.
- 11.2 If at any time WayMark becomes aware that there is reason to suspect that the Buyer is not in compliance with Sanctions, WayMark shall be entitled in its sole discretion to terminate the contract. In the event of such termination, the Buyer shall be liable for all losses suffered by WayMark consequently thereof.

- 11.3 WayMark have suspended all trades with Russia and Belarus, both indirectly and directly. Indirectly it should be defined in these circumstances whereas WayMark is not involved in the transactions of goods moving psychically. The Buyer warrants that any Contract is not in any way connected to Russia and Belarus. WayMark can terminate any business relations with the Buyer with immediate effect if the Buyer violates this warranty. This clause also applies in other aspects of the business where WayMark are not directly participating or where WayMark do not have ownership of the goods or provides a Contact (Commission based business).

12 Anticorruption

- 12.1 The parties agree that in the performance of the Contract, they will always comply with all applicable anti-corruption legislation and have procedures in place which are designed to prevent the commission of any offence under such legislation.

13 Enhanced GDPR Compliance and Data Processing Terms

- 13.1 Under the terms of this Agreement, WayMark may process personal data, including but not limited to names and contact details (such as email addresses and phone numbers), of employees related to the fulfilment of contractual obligations and maintenance of communication. WayMark acts as a data controller in relation to the processing of such personal data and commits to adhering to the General Data Protection Regulation (“**GDPR**”) principles.
- 13.2 WayMark is responsible for ensuring that all individuals whose personal data is being processed are informed about the nature of this processing, the purposes for which their data is processed, and their rights under GDPR. These rights include, but are not limited to, the right to access, rectify, or erase their personal data; restrict processing; port their data; and objecting to processing. WayMark will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks, thereby protecting personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.
- 13.3 For any inquiries or concerns regarding the processing of personal data under a Contract or these Terms, individuals are encouraged to contact WayMark at info@waymarkfoods.com.

14 Confidentiality

- 14.1 All information disclosed in connection with a sale or an intended sale shall be considered confidential to the Buyer and may not be shared by the Buyer with anyone.
- 14.2 WayMark shall be entitled to disclose specific information including but not limited to corporate documents, permits, and test results, which WayMark receives from the Buyer to other parties for the purpose of sourcing the goods, or for any other purpose which WayMark deems relevant.

15 Waiver

- 15.1 Failure by WayMark to exercise or enforce any rights under these Terms shall not be deemed to be a waiver of any such right, nor to be a bar to exercise or enforcement thereof at any time or times thereafter.

16 Termination

- 16.1 WayMark shall be entitled to terminate any contract for sale at the following events:

- (i) If the Buyer becomes insolvent or if bankruptcy or insolvency proceedings commenced in respect of the Buyer.
- (ii) If in WayMark's sole discretion, there is a material adverse change to the circumstances regarding the Purchase Order.

17 Jurisdiction an applicable law

17.1 For any contract between Norwegian entities or with an intended place of delivery in Norway the following shall apply:

- (i) Any dispute arising out of or in connection with the Terms or a sale made by WayMark, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in accordance with the Rules of The Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce.
- (ii) These Terms shall be governed by the laws of Norway and any sale made by WayMark under this clause shall be subject to the laws of Norway.

17.2 For any other contract outside the scope of clause 17.1 the following shall apply:

- (i) Any dispute arising out of or in connection with the Terms or a sale made by WayMark, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration.
- (ii) These Terms shall be governed by the laws of Denmark and any sale made by WayMark shall always be subject to the laws of Denmark.