

# GRAIN TRAIN OFFER

By

**Kongskilde Industries A/S  
Skælskørvej 64  
DK 4180 Soroe  
Denmark**

to

**CAB Fr. Valean  
Rue de la Loi 200/Westraat 200  
1040 Brussel  
Belgium**

**16<sup>th</sup> June, 2022**

## **1.0 Scope**

This Agreement between **CAB Fr. Valean** - hereinafter called Buyer - and Kongskilde Industries A/S - hereinafter called Seller – concerns delivery of equipment according to the pricelist or a specific model designed to the Buyer. The Seller shall fulfill laws, rules and other regulatory requirements including relevant EU directives etc. as well as the Buyer's requirements for performance, quality and quantity.

## **2.0 Prices**

The Prices are provided separate quotation. Prices are, unless clearly stated in quotation, subject to changes with immediate effect prior to order confirmation if external or internal factors arise.

## **3.0 Volume & Order requirements**

The Buyer wants to purchase **30 units**. Additional orders must be on minimum **3 units pr. time or divided by 3 (3,6,9,12 etc.)**.

## **4.0 Price & Product**

**Quotation no. ILS 16062022 – please see attached sheet.**

**SUC 1000 E EUSU with frame, Suction system, Loading Kit, Sparepart kit**

**Qty: 30**

**Unit Price: 78,270 EUR**

**Total price: 2.348.100 EUR**

## **5.0 Confirmations**

The purchase order is sent by mail to the seller's email address and contains a unique item specification, purchase order number, price, terms of delivery, terms of payment and delivery date. The Seller commit to confirm delivery and provide order confirmation within a week (7days) All written inquiries from the Buyer regarding a purchase order are marked with the buyer purchase order number and Part No.

## **6.0 Promised Delivery Time**

The time of delivery is defined as the period from the Buyer's order is received at the Seller and to the time when the Buyer receives the products including shipping time. The Seller shall be obliged to maintain a reliability of delivery of minimum 90% according to Promised Delivery Time.

If the Seller cannot reach the Promised Delivery Time, the Buyer has the right to terminate this business agreement without further notice than a written statement by email to Head of Kongskilde Industries in France or in Denmark.

## **7.0 Inspection and Acceptance of goods**

The Buyer shall organize the inspection and acceptance within 7 days after the product pick-up/receival. In case of any quality issue, the Buyer shall raise a written objection to Seller within the stipulated period. If the Buyer fails to raise any objection within the stipulated period, the products shall be deemed to have passed the acceptance inspection by the Buyer.

## **8.0 Terms of Delivery**

Terms of delivery: incoterm DAP

## **9.0 Terms of Payment**

Terms of payment: 70% Down payment upon receipt of order  
30% Prepayment upon delivery/shipment

## **10.0 Credit Limit & Insurance**

### **No relevance**

Credit limit:

Credit Insurance:

The Seller reserves the right to collect financial information to obtain a credit insurance on the entity of the Buyer. Buyer is obligated to provide financial information to Credit institute for evaluation and examination.

## **11.0 Warranty**

Except for the warranty set out on the warranty card accompanying the Distributed Products, Kongskilde-Industries A/S provides no other warranty as to the performance of such products in respect of the Buyer or any other person. In any event, the liability of Kongskilde-Industries A/S is limited to the price effectively paid by the Buyer for the Distributed Product and may in no case include a loss of profit or indirect damage of any nature whatsoever. Kongskilde-Industries A/S reserves the right to modify the terms and conditions of the warranty card at any time.

### **12.0 Offer Validity**

This offer is valid 180 days from date.

### **13.0 Disputes**

Any dispute as between the parties arising out of or in connection with the Business Agreement, shall if possible be settled between the parties. If this is not possible, any legal disputes are settled by the Seller's jurisdiction. Where the case is continuous with another legal action, the Seller shall be entitled, but not obliged, to claim the action brought/to bring the action before the same jurisdiction. The Business Agreement is subject to Danish law. Where the case is continuous with another legal action, the Seller shall be entitled, but not obliged, to use the same statutory rules.

### **14.0 Force Majeure**

If an event of force majeure occurs, such as bad weather conditions inland or ocean, pandemics or alike, neither Party shall be responsible for any damage, increased costs or loss which the other Party may sustain by reason of such failure or delay of performance. The Party claiming force majeure shall take appropriate measures to minimize or remove the effect of force majeure and, within the shortest possible time, attempt to resume performance of the obligations affected by the event of force majeure.

Yours sincerely,

**Kongskilde Industries A/S**



**Ian Lind Seddon**  
CCO, Grain Division

**Gitte Hansen**  
Sales Representative, EU