

## **TERMS OF SERVICE FOR PRODUCERS**

### **DAGENS**

**DATE OF VERSION: 29.03.2022**

#### **General**

In these terms of service for customers ("Terms of Service"), the words "you," "your," "User," and "Producers" mean each and every person who accesses or uses any Service (as defined below) on behalf of a business that intends to sell produce and meat to Customers (as defined below). The word "Dagens" means Dagens Norge AS and Dagens ApS.

Please review these Terms of Service before using or accessing any products or services offered by Dagens (each, a "Service," collectively "Services"), which include but are not limited to Dagens websites and the subdomains thereof (collectively, the "Site").

By accessing or using any Service, including the Site, you indicate that you have read, understand, and agree to be bound by these Terms of Service, regardless of whether you have registered with Dagens as a member.

**IF YOU DO NOT AGREE TO THESE TERMS WITHOUT LIMITATION OR EXCLUSION OR TO ANY CHANGES TO THESE TERMS OF SERVICE, YOU MUST IMMEDIATELY EXIT THE SITE AND STOP USING THE SERVICE.**

**YOU ACCEPT THAT ANY TERMS AND CONDITIONS THAT YOU MAY SUGGEST OR ENCLOSE WITH A SERVICE ARE NOT EFFECTIVE SINCE THESE TERMS ARE MANDATORY FOR USING THE SERVICE.**

Dagens may make changes to these Terms of Service from time to time. If Dagens does this, Dagens will post the changed Terms of Service on this page and will indicate at the top of this page the date the Terms of Service were last revised. You understand and agree that your continued use of any Service after Dagens have made any such changes constitutes your acceptance of the new Terms of Service.

#### **Services**

Dagens is a marketplace that allows business, such as restaurants, canteens, deli, and online stores ("Customers"), to purchase a variety produce and meat from the producers ("Producers"). While Dagens helps facilitate transactions that are carried out on the Site, Dagens is neither the buyer nor the seller of the items. The actual contract is directly between Customers and Producers and Dagens is not a party in the transaction and is neither a Customer nor a Producer or Producer's agent. Dagens does not assume any responsibility arising out of or in connection with the transaction.

Dagens reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any or all of the Services. Dagens will notify you about significant changes before such changes come into force and give you a possibility to evaluate the effects of proposed changes and take necessary measures. Notification will be given through the Site, the Service, or by email.

Dagens will not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

Dagens may keep records of all transactions, purchases, and payments made through the Services for up to five (5) years from the date of its occurrence.

#### **Producers Eligibility**

Producers eligibility is limited to legal entities that engage in agricultural or meat production and wishes to sell its produce or meat to Customers. You represent and warrant that you have the authority to bind such entity, its affiliates, and all users who access the Service through your account to these Terms of Service, in which case the terms "you" or "your" shall also refer to such entity, its affiliates, and users associated with it. If you do not have such authority, or if you do not agree with these Terms of Service, you must not accept these Terms of Service and you may not use the Service. You further

agree that you assume all responsibility and liability in connection with your use of the Site or Service on behalf of such a company or other legal entity, and you shall be solely responsible for all disputes, if any, that arise due to your use of the Site or Service on behalf of such a company or other legal entity.

From time to time, Dagens may accept non-food Producers in case they fit with Dagens' customer base.

Dagens does not allow for the sale of alcohol through the Services.

Dagens may approve or reject Producers according to its internal policies. Dagens prioritizes diversity, quality, and innovation while deciding which Producers to feature on the Site. Dagens focuses on small-scale and sustainable producers who actively work to create positive change to ensure a resilient food system. Such producers would offer either certified organic or ecological products in a sustainable, regenerative, and innovative manner benefiting humans, diversity, and the planet's overall health.

Dagens may also suspend or remove permanently a Producer from featuring on the Site in the case Dagens believes, at Dagens sole discretion, such Producer (i) breached any of these Terms of Service, (ii) provides products with subpar quality, (iii) is not committed to Dagens' common values; and (iv) misbehave, insults or is not responsive to Customers.

### **Producer Representations**

You represent, covenant, and warrant that (i) you will use the Site and the Service only in compliance with all applicable laws and regulations, and in a way that will not harm the Service or anyone else's use of it; (ii) the information you provide us is true, accurate, and complete, as you are solely responsible for such information; (iii) your use of the Site or Services does not violate any laws or regulations or any agreements with any third parties; (iv) you understand and accept these Terms of Service; (v) you have all the rights and title to enter to products sale agreement and to deliver to Customer such products; (vi) you comply with all local laws and regulation related to produce, meat production, or fish farming production; (vii) you will deliver to Customer fresh products (preferably within three (3) days from when it leaves producer facilities), and (viii) you authorize Dagens to invoice Customers on your behalf.

You further represent, covenant, and warrant that you will not (i) try to reverse engineer, disassemble, decompile, extract, or decipher the Site or the Services or software making up the Site and/or Services, (ii) navigate or search the Site or Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders), (iii) use a mean other than Dagens' provided interface to access the Site or the Services, (iv) use the Site or the Services in a way that could impair, overburden, damage, or disable any portion of the Site or Services, or (v) copy or mirror any material contained on the Site or the Services.

The Producers warrants that (i) the Producer will follow any and all local marketing laws and practices and will only market the items in a lawful way; and (ii) the product description shall comply with all applicable laws. The Producer shall comply with any and all applicable laws regarding places of origin and will be able to fulfill any requirements regarding tracing of ingredients in the product.

The Producer will upon request promptly inform Dagens, public authorities or the Customer about production methods.

### **Products Information and Requirements**

Producers shall update the Site with appropriate description, price, and general information of the products. Producers are responsible for providing information about the products, for ensuring that it is up to date and accurate with regard to facts, and for the delivery of the products to Customer.

Producer shall also maintain up to date contact information and respond to Customers' questions in a timely manner.

#### **Red Meat: Special Requirements**

Beef, pork, and chicken placed for sale on Dagens must be certified organic. Dagens may assess on an individual basis Producers that are in the process of obtaining the certification and that can prove exceptional animal husbandry practices.

Producers must comply (and preferably exceed) the minimum requirements for animal welfare in ecological regulations.

For other livestock, meat must come from free-range animals that are outside for at least 10 weeks each year.

#### Saltwater Fish and Seafood: Special Requirements

Producers intending to sell saltwater fish must be registered According to relevant laws..

Fish should come exclusively from the coastal fleet and preferably be caught with line.

Shellfish and shells must be hand-picked or picked up from the sea in a gentle manner for the seabed, ecosystem, and species survival.

#### Dairy Products: Special Requirements

Dairy products from cow's milk must be certified organic. Dagens may assess on an individual basis Producers that are in the process of obtaining the certification and that can prove exceptional animal husbandry practices.

Producers must comply (and preferably exceed) the minimum requirements for animal welfare in ecological regulations.

Dairy products from goat or sheep's milk need not to be certified organic.

#### Fruits and Vegetables: Special Requirements

Dagens prioritizes to make available in the Services organic and biodynamic fruits and vegetables. Dagens may approve traditional manufacturers on an individual basis assessment and will consider the following criteria: (i) cultivated area and number of man-years; (ii) biological diversity; and (iii) integrated pest management.

#### Mushrooms: Special Requirements

Mushroom Producers must be mushroom experts. Dagens may assess Producers without expert qualification individually in case of cultivation of certain mushroom and other vegetables that have a low-error rate.

#### Chicken Eggs: Special Requirements

Chicken eggs must be certified organic. Dagens may assess on an individual basis Producers that are in the process of obtaining the certification and that can prove exceptional animal husbandry practices.

Producers must comply (and preferably exceed) the minimum requirements for animal welfare in ecological regulations.

#### Processed Food: Special Requirements

Dagens prioritizes to make available in the Services Producers of processed foods that have direct connection to the raw food production. Dagens may assess on an individual basis Producers that only offer a completely processed product in case they fit with Dagens' customer base.

#### Potentially Toxic Products: Special Requirements

In the case Producer is selling goods that are potentially toxic in large quantities or that need special treatment, Producer must follow all relevant laws and regulation of the location of production of such products and ensure Customers receive appropriate information about the product and its handling. Such information must be up to date on Dagens' Site and on the products' labels.

### **Producer's Responsibility**

Producers are responsible and liable for the following: (i) update the products' description (including, but not limited to, price, pictures, additional information) and availability; (ii) harvest, produce, sell, handling, store, prepare, process, label, and delivery of the products; (iii) fulfil confirmed orders as confirmed; (iv) guarantee quality of products; and (v) compliance with local laws and regulation related to plantation, harvesting, and packaging of food.

Dagens responsibility limits to providing the technical and physical infrastructure to enable Producers to sell its products to Customers.

### **Sales of Products and Prices**

The Products are sold directly from the Producer to the Customer. Producer shall fulfil, handle, sort, label, and deliver the Products to Customer after confirmation of the order submitted by Customer through Dagens' Site.

Once a Customer has submitted an order through the Site, Dagens will notify the relevant Producer who shall inform Dagens immediately whether the order can be fulfilled in total or in part or whether Producer is not able to fulfil it. Once the order is confirmed, an email will be sent to Producer with a confirmation of the order ("Order Confirmation"), including description of products and quantities that will be delivered.

The Order Confirmation will contain information about order number, customer's name, address, products ordered, payment information, price, payment terms, and time and place of delivery. Customer shall keep the Order Confirmation.

Dagens will invoice and charge the Customer on behalf of Producers and will receive payment from Customers. Customers may pay by debit or credit card or invoice.

### **Fees**

Dagens charges you a facilitation fee that will be a percentage of the total price of the order submitted by the Customer through the systems.

The applicable charge shall be shown to you through during your registering process. By making your products available on the Services, you agree to the applicable facilitation fees.

### **Producers' Payment**

All prices shall be stated in the currency of the territory where the Producer is located, exclusive of any applicable taxes. When the Customer submits an order, Dagens will calculate the applicable taxes and make the information available on the Site for Producer.

After the delivery of an order to a Customer, Producer shall review the order information on the Site and approve it in order for Dagens to submit the charges to the Customers.

Dagens use reverse invoicing, which means that Dagens invoices the Customers on behalf of the Producers and also accepts card payments on behalf of Producers. Dagens issues invoices to Customer every Friday.

Producers will be paid by Dagens the timeline provided below according to the Territory unless another timeline has been agreed upon by the Parties:

- thirty (30) days after the Customer has received the invoice related to an order, if you are accessing the Services from Denmark; or
- fourteen (14) days after the Customer has received the invoice related to an order, if you are accessing the Services from Norway.

Dagens undertakes the risk associated with Customer non-payment and will ensure Producer's payment for the products.

Dagens' facilitation fee will be deducted from the total amount to be paid to Producer.

## **Order Cancellation**

Producers may, at their discretion, define a timeline during which Customer may cancel the order that was submitted. Each Producer may define its own deadline and will inform it on the Site.

Furthermore, Dagens and/or Producer may cancel any order Customer makes if there are objective conditions that impede the preparation and shipment within reasonable time. Customer will be notified of this sudden impossibility by email.

## **Products' Delivery**

Dagens will coordinate shipment of products with Producers to the address Customer indicated when making the order.

Producers are responsible for fulfilling the order as confirmed and its delivery to Customer within the timeline defined in the Order Confirmation.

Dagens may establish partnerships with transportation service providers and Producers may elect to make use of the transportation services made available by Dagens. The transportation service provider shall be liable for the proper delivery to Customer.

Once the Producer has prepared all orders, delivery time may also vary due to factors beyond control (e.g. rain, snow, wind, or any other weather and non-weather conditions which can delay the transportation), which can lead to relevant delays in delivery. Dagens shall not be responsible or liable for any of such delays.

In the case that Producer uses a transportation service provided by Dagens, the Producer does not assume responsibility for the items in the period after the Producer has delivered the produce or meat to a such transportation service. In such cases, Dagens shall be liable to Producer and/or Customer for produce and meat during warehousing and transport contractors. However, to the extent the damage is due to inherent faults in the items from before the delivery to Dagens which only develops after the transfer to Dagens the Producer will still be responsible for such damage.

## **Complaints**

Customer may submit complaints in case of errors or issues with the delivered products, and Dagens may contact the relevant Producer to clarify the issues raised by the Customer.

Dagens will process the complaint in collaboration with the Producer, if relevant, and Dagens shall decide within ten (10) business days from receipt of complaint and will notify the Producer of such decision. All decisions by Dagens are final. In the case Dagens' decide that Customer shall be refunded, Dagens shall deduct the amount of the refund to Customer from Producer's next payment.

**Termination of Contract** Producer may terminate its contract with Dagens with a three-months' prior notice. The notice period shall start on the first day of the month following the receipt of the notice by Dagens.

In the event there is reasons to believe the Producer or the Products have non-compliance with product safety or marketing of the product Dagens is allowed to terminate the contract immediately.

## **Limited License**

You are granted a non-exclusive, non-transferrable and time-limited access right to the Site and the Service. The access right is time-limited to the duration of your account.

The access right granted herein does not include the right to access the source code or object code, or otherwise access parts of the Site or Service which are not intentionally made available by Dagens. The access right does not include the right to modify, reproduce, reverse-engineer, decompile, disassemble, copy, or imitate the Site or the Service.

Dagens reserve the right to take various actions against you if we believe you have engaged in activities restricted in these Terms of Service and to protect Dagens, other users, and other third parties from any liability, fees, fines, or penalties. Such actions may include, but are not limited to: updating information you have provided to us so that it is accurate, limiting or completely closing your access to the Site or the Services, or terminating your Account and your access to the Services

## **Privacy Policy**

Dagens is located in the Territory defined below and is thereby subject to Regulation 2016/679 (EU) - General Data Protection Regulation (hereafter referred to as the “GDPR”). All personal data processed by Dagens shall be processed in accordance with the GDPR.

Dagens maintains a Privacy Policy, and it details how we handle and protect data. The Privacy Policy is fully incorporated into this Agreement. Note that Dagens reserves the right to update its Privacy Policy at its sole discretion, and that any changes made to the Privacy Policy are effective when the updates are live on the Site.

## **Warranty disclaimer**

The Site and the Service are provided on an “as is” and “as available” basis without express or implied warranty of any kind, and Dagens does not guarantee or ensure any transaction.

Dagens does not warrant that the Services will fulfil any of your particular purposes or needs, nor that it is provided without faults.

Dagens does not provide any endorsements or guarantees for any individual or entity using the Site or Services, nor any third party offers, goods, or services featured on the websites. Information regarding third party offers, goods, and services is provided on our websites for informational purposes only, and may not be true, or accurate.

Although the Service may be accessible worldwide, Dagens makes no representation that the Service or the materials on the Service are appropriate or available for use in locations outside of the Territories provided herein, and accessing the Service from territories where its use is illegal is prohibited.

## **Indemnity**

You agree to defend, indemnify, and hold Dagens and its affiliates harmless from and against any demands, loss, liability, claims, or expenses (including attorneys’ fees) made against us by any third party due to or arising out of or related to (i) your user content; (ii) use of the Site or the Service; (iii) your violation of any law or regulation or the rights or good name of any third party; and (iv) violation of these Terms of Service, or violation of any rights of another.

## **Limitation of Liability**

Dagens, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers or licensors shall in no event be liable for (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our Service; (iii) any unauthorized access to or use of our secure servers and/or any and all information, including personal information or financial information, stored therein; (iv) any errors, mistakes, losses, damage or unauthorized access resulting from the use of third party applications by you, by your end users, or by us on your behalf; (v) any interruption or cessation of transmission to or from the Service; (vi) any bugs, viruses, trojan horses, or the like that may be transmitted to or through

our service by any third party; (vii) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the service; (viii) for the other users, such as Producers; (ix) any indirect, special, incidental, punitive, exemplary or consequential damages; or (x) any loss of use, loss of profits, loss of savings, loss of reputation or loss of goodwill arising out of or in connection use of the Site or Services, whether or not such damages are based on tort, warranty, contract or other legal theory, even if we have been advised or are aware of the possibilities of such damages, and even if a remedy fails of its essential purpose.

Any claims for damages must be notified to us within ninety (90) calendar days of the date you first know or reasonably should know of the event giving rise to such claim. Any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim.

This section applies to the fullest extent permitted by applicable law.

### **Force majeure**

No party to this agreement shall have any liability whatsoever or be in default for any delays or failures in performance under this agreement resulting from any occurrence of an event of Force Majeure.

For the purpose of this agreement, “Force Majeure” means events beyond the reasonable control of the parties, including but not limited to riots, war, lockouts, civil commotion, blockage, embargo, destruction or production facilities or materials by fire, explosion, earthquake or storm, labor strikes or disturbances, epidemics and pandemics, failure of public utilities or common carriers, adverse weather or any other event beyond the reasonable control of the party affected by the Force Majeure event.

The existence or any reasonable probability of any event of Force Majeure shall be immediately notified by the affected party affected to the other party. The affected party shall use all reasonable endeavors to remedy as quickly as possible the effect of the said event of Force Majeure.

### **Communication**

To the fullest extent permitted by law, these Terms of Service, notices and other communications (collectively, “Communications”) from Dagens to you regarding these Terms of Service or the Services may be provided to you electronically through the Site, the Service, or by email, and you consent and agree to receive those communications in an electronic form.

### **Territory and Applicable Law**

The Services are available in the following countries:

- Denmark
- Norway

Your use of the Services is limited to the territories above.

### **Choice of Law and Legal Venue**

The Terms of Service will be governed by and construed in accordance with the law of the country in the Territory from which you are accessing the Services, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue defined below for all disputes related to or arising out of this agreement and waive any objection to such jurisdiction or venue:

- Copenhagen City Court if you are in Denmark, or
- Oslo District if you are in Norway.

Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable local laws and regulations, including but not limited to export and import regulations.

### **Dagens' Contact Information**

#### Denmark

Dagens ApS

Flæsketorvet 68

1711 København V

Denmark

CVR-number 421 400 66

[support@dagens.farm](mailto:support@dagens.farm)

Phone number: +45 89 87 13 43

#### Norway

Dagens Norge AS

Storgata 36B, 0182 Oslo

Norway

Norwegian Business Incorporation no: 927 356 139

[info@dagens.farm](mailto:info@dagens.farm)

Phone number: +47 23 65 42 77