BUSINESS CUSTOMERS IN ICELAND

General terms of sale and delivery

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JBT Nordic Ísland ehf.

These terms govern business purchases from JBT Nordic Ísland ehf. when incorporated into the accepted quotation. The Icelandic version prevails if the language versions differ.

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1 Scope and contract documents

1.1 These terms apply to sales of drying equipment, panels, cabinets, air-treatment products and expressly agreed related services by JBT Nordic Ísland ehf. (“JBT”) to customers purchasing for business purposes (“Customer”). They do not apply to consumer purchases.

1.2 The contract consists of the accepted quotation, its identified specifications and attachments, these terms in the version supplied before acceptance, and any mutually agreed written amendments. Individually agreed amendments prevail, followed by the accepted quotation, agreed technical specifications and these terms. A later order acknowledgement changes an agreed term only with both parties’ written agreement.

1.3 Customer purchase conditions do not apply unless JBT expressly accepts them in writing. Any conflicting purchase-order conditions must be resolved before performance; silence alone is not acceptance of an amendment.

2 Formation and changes

2.1 A contract is concluded when JBT receives the Customer’s unmodified acceptance of a quotation within its stated validity period, unless the quotation expressly states that a further written confirmation by JBT is required. Acceptance must identify the quotation and the applicable version of these terms. Email, electronic signature and acceptance through JBT’s quotation portal are permitted. The person accepting must be authorised to act for the Customer.

2.2 Product availability, price and scope must be confirmed before JBT accepts an order based on an expired quotation. Changes to a concluded contract, including specification, quantity, delivery or services, require written agreement on any effect on price and timing.

2.3 Once the contract is concluded there is no discretionary return or cancellation right. If JBT agrees to cancellation, the Customer shall pay reasonable, documented and unavoidable committed costs and work already performed, less savings and recoveries. This does not restrict termination rights for breach under these terms.

3 Products and recommendations

3.1 JBT supplies the products and accessories identified in the contract. Installation, building works, electrical alterations, commissioning, training and preventive maintenance are excluded unless expressly included.

3.2 Recommendations are based on the Customer’s stated load, clothing and equipment types, shift patterns, turnaround requirements, site conditions and other relevant information. The Customer must provide accurate information and disclose special conditions. JBT shall exercise reasonable care in its recommendations; a specifically agreed purpose or capacity must be recorded in the quotation.

3.3 Drying times and hygiene or air-treatment results depend on the stated test and operating conditions, loading and correct maintenance. Published test results do not constitute a guarantee of identical results in every environment. No guarantee of sterilisation, disease prevention, elimination of every microorganism or compliance of the Customer’s entire operation is given unless specifically agreed and supported by applicable product documentation. This clause does not excuse inaccurate or misleading product information.

3.4 The Customer shall follow the supplied instructions, including electrical, placement, mounting, ventilation, temperature and humidity requirements. Plug-and-play status does not remove these requirements. The Customer is responsible for safe site access, suitable facilities and trained operators. JBT remains responsible for its own agreed work and applicable product-safety duties.

4 Price and payment

4.1 Prices are in ISK and exclude Icelandic VAT unless stated otherwise. For standard terminal delivery, the product price includes transport to the named terminal at the port of delivery stated in the quotation, import clearance, applicable customs duties and ordinary terminal handling required to make the products available for collection. JBT arranges import clearance. Icelandic VAT on the sale is shown separately.

4.2 Onward transport, site works and additional services are excluded unless included in the quotation. Additional storage caused by late collection is dealt with in clause 6. No separate ordinary inbound freight charge will be added to the accepted price.

4.3 The accepted price is fixed except for agreed changes or an expressly agreed adjustment formula. Any currency adjustment must specify the base exchange rate, source, adjustment date and calculation in the quotation. No unspecified unilateral currency adjustment applies.

4.4 Payment of the full invoice amount is due thirty calendar days after the Customer accepts the quotation. JBT shall issue the invoice promptly following acceptance and state that due date. The payment period runs from acceptance, not from delivery or collection. This does not remove the Customer's rights under clause 4.5 or any applicable right to terminate. JBT may charge default interest and recover collection costs to the extent permitted by Icelandic law.

4.5 A Customer disputing an invoice must promptly explain the dispute and pay undisputed amounts on time. Withholding must be proportionate to a substantiated claim. JBT may suspend affected performance for overdue undisputed amounts after written notice and a reasonable opportunity to remedy, with corresponding adjustment to delivery dates.

4.6 Retention of title. As security for the unpaid purchase price, JBT retains title to the products sold until that price has been paid in full. This reservation shall be treated as söluveð under Icelandic Act No. 75/1997. It must be agreed in writing no later than delivery, and the products and purchase price secured must be specifically identified in the accepted quotation or another contract document. The Customer may not sell or pledge the products without JBT's written consent while the security remains effective. On payment default, JBT reserves the right to seek a forced sale under applicable law and, upon valid termination, to require return of the products. The validity, continued existence and enforcement of the reservation are subject to statutory limitations; it does not authorise unauthorised entry or self-help repossession. Transfer of risk is governed separately by clauses 5 and 6.

5 Delivery and onward transport

5.1 Standard delivery is collection from the terminal at the port of delivery expressly identified in the quotation. The quotation must name the operator and collection point. Unless an Incoterms rule is expressly agreed with a named place and edition, delivery is governed by these terms without an Incoterms designation.

5.2 JBT shall notify the Customer when identified products are customs-cleared and available for collection and provide necessary release information. Delivery and risk pass when the products are handed to the Customer or its nominated carrier at the agreed terminal, before loading onto the collecting vehicle. The Customer arranges collection and bears loading charges to the extent they are not already included in the terminal handling paid by JBT or expressly included in the quotation. The same handling charge shall not be charged twice. JBT remains responsible for damage attributable to its own acts or omissions.

5.3 The Customer is responsible for onward transport and appropriate cover after risk passes. If JBT helps arrange transport, the written arrangement shall state whether JBT merely introduces a carrier contracted directly by the Customer or itself undertakes delivery to a further agreed destination. JBT shall not infer the Customer's acceptance of an additional transport charge from silence.

5.4 Delivery times are estimates unless expressly agreed as binding. The quotation shall distinguish factory availability from estimated availability at the Icelandic terminal. JBT shall promptly notify the Customer of material changes and take reasonable steps to mitigate delay. Ordinary supplier delay does not automatically constitute force majeure.

5.5 For material delay, the Customer may give a reasonable additional period for delivery and terminate the undelivered affected part if JBT fails to deliver within that period. No additional period is required where JBT definitively refuses delivery or a binding essential delivery date cannot be met and the agreed purpose is thereby defeated. Prepayments for the terminated undelivered part shall be refunded. Damages are subject to clause 10.

6 Collection and inspection

6.1 The Customer shall collect the products within the free collection or storage period applied by the carrier or terminal operator. JBT shall notify the Customer that the products are customs-cleared and available for collection and specify the last date for collection without storage charges, allowing a reasonable opportunity to arrange collection before that date. If sufficient notice cannot be given within the operator's free period, JBT shall provide a reasonable extended collection deadline; storage charges arising before that extended deadline shall not be passed to the Customer.

6.2 If the Customer fails to collect by the deadline notified under clause 6.1, JBT may subsequently invoice the actual, documented storage charges imposed by the carrier or terminal operator as a result of that delay, without markup. JBT shall provide supporting documentation on request. The Customer is not responsible for charges caused by JBT's failure to provide necessary collection information in sufficient time or by the products not being available for collection. Risk passes at expiry of the applicable notified deadline only if the products are identified and available and the failure to collect is attributable to the Customer. This risk transfer does not itself start the warranty period in clause 7. JBT shall take reasonable care of stored products.

6.3 The Customer shall inspect promptly when reasonably practicable, record visible transport damage on collection documents and preserve relevant packaging and photographs. Visible shortages or damage should be reported within five business days; other defects must be reported without undue delay after discovery. Missing the five-day target alone does not automatically extinguish a claim for a latent defect.

7 Limited warranty and defect remedies

7.1 JBT warrants that, at delivery, the products conform to the agreed specifications and are free from defects in materials and workmanship. Subject to mandatory law, the contractual defect-coverage period is twelve months from actual receipt by the Customer or its nominated carrier at the agreed delivery point, or 2,500 product operating hours from that receipt, whichever occurs first. This period applies to defects covered by JBT's contractual obligations; it is not a promise to remedy every malfunction arising during that period regardless of cause. Delayed installation or first use does not postpone commencement.

7.2 The period in clause 7.1 replaces the otherwise applicable default period for asserting product defects, to the extent legally permissible. A covered defect must become apparent within that period and be notified without undue delay after the Customer discovers or ought reasonably to have discovered it. A defect discovered shortly before expiry may be notified within ten business days after expiry. Timely notified claims remain actionable after expiry, subject to applicable limitation rules. These time restrictions do not apply where JBT has acted with gross negligence or contrary to honesty and good faith, or where rights cannot lawfully be restricted.

7.3 Operating hours shall be determined from a reliable product counter or other verifiable operating records. A disputed hour limit will not be treated as exceeded solely on an unsupported estimate. The Customer shall provide available records and shall not tamper with counters.

7.4 Coverage excludes normal wear, consumables exhausted through normal use, and defects to the extent caused by misuse, unsuitable operating conditions, incorrect installation by others, inadequate maintenance, external damage or unauthorised modifications. An unrelated modification does not by itself void all coverage.

7.5 JBT shall have a reasonable opportunity to inspect and remedy a covered defect. JBT may elect repair or replacement, provided the remedy is effective and completed within a reasonable time without unreasonable inconvenience. Required replacement parts for covered defects are supplied without charge. If remedy fails, is refused or is not completed within a reasonable time, the Customer may obtain an appropriate price reduction or terminate the affected purchase for a material defect. Related damages are governed by clause 10.

7.6 Repair or replacement does not restart the original coverage period, except to the extent required by mandatory law. JBT remains responsible for proper performance of the remedy, and expiry of the period does not close a timely notified unresolved claim.

7.7 JBT is the Customer's contractual contact. Its performance of its obligations is not conditional on reimbursement or approval by Wintersteiger. Manufacturer support is used to implement the agreed process; the manufacturer's separate sale terms are not incorporated wholesale into the Customer contract.

8 Reporting a defect

8.1 The Customer shall contact JBT at the service email identified in the quotation and provide the order reference, model, serial number, fault description, available operating hours and relevant photographs or error messages. If continued operation may be unsafe or increase damage, the Customer shall stop using the affected product and take reasonable protective measures.

9 Support and service costs

9.1 JBT first attempts remote diagnosis and, where necessary, escalates to Wintersteiger's support team. The Customer shall provide reasonable access and assistance. Remote access to Customer systems requires appropriate authorisation and security arrangements. The Customer must not undertake unsafe testing or unqualified electrical work.

9.2 Repairs on site shall be coordinated by JBT and performed by JBT-approved personnel, including qualified local partners or manufacturer technicians as appropriate. The Customer shall not commission chargeable repairs on JBT's behalf without written approval, except where urgent action is reasonably necessary to prevent personal injury or substantial damage and JBT cannot act in time. Any emergency claim must be supported by evidence of necessity and reasonable cost.

9.3 For a defect covered by clause 7, JBT shall arrange the agreed remedy and bear reasonable costs necessary to fulfil its contractual remedy obligation, including necessary authorised labour and transport. JBT does not promise an on-site visit where remote diagnosis, a safe customer-replaceable part or an authorised workshop remedy is reasonable. Work requiring technical qualifications must be performed by qualified personnel.

9.4 Preventive maintenance, consumables, optional visits and work addressing causes excluded under clause 7.4 are chargeable. Before chargeable diagnosis, travel or work, JBT shall explain the charging basis and obtain approval. If coverage is uncertain, the parties shall agree a conditional estimate identifying what may be charged if a non-covered cause is established. The Customer is not liable for unapproved discretionary work.

9.5 There is no guaranteed response or restoration time, continuous support availability, replacement loan unit or scheduled maintenance unless separately agreed. JBT shall nevertheless handle notified covered defects within a reasonable time. The Customer shall maintain suitable operational contingency arrangements.

10 Liability allocation

10.1 Neither party excludes liability for fraud or wilful misconduct. JBT's limitations below do not apply to gross negligence, death or personal injury, mandatory product liability or any liability that cannot lawfully be restricted.

10.2 Subject to clause 10.1, JBT's aggregate liability for damages arising from or connected with an order, whether in contract, tort or otherwise, shall not exceed the total net price payable under that order. The cap applies to all connected claims in aggregate, not separately to each claim.

10.3 Subject to clause 10.1, JBT is not liable for loss of production, loss of revenue or profit, business interruption, loss of contracts, loss of data, or indirect or consequential loss. These named exclusions apply irrespective of whether the loss is characterised as direct or indirect. Mandatory rights of injured third parties are unaffected.

10.4 The cap and exclusions do not remove JBT's obligations to repair or replace covered defective products, provide an agreed or due price reduction, or refund sums properly due on termination. There shall be no double recovery for the same loss. Each party shall take reasonable steps to mitigate loss.

11 Events beyond reasonable control

11.1 A party is excused from affected performance to the extent prevented by an event beyond its reasonable control which it could not reasonably have anticipated, avoided or overcome. Such events may include natural disaster, war, governmental prohibition or exceptional transport disruption. Supplier failure qualifies only if the underlying event satisfies these requirements. Lack of funds or ordinary cost increases do not qualify.

11.2 The affected party shall promptly describe the event, likely consequences and mitigation steps, keep the other party informed and resume performance when reasonably possible. Time is extended only to the extent justified by the event.

11.3 If affected performance remains prevented for more than sixty consecutive days, either party may terminate the affected unperformed part by written notice. JBT shall refund prepayments for products or services not supplied under that part. Accrued payment obligations for completed performance remain due.

12 Confidentiality and product rights

12.1 Each party shall protect the other's non-public commercial and technical information and disclose it only to personnel, advisers, carriers or support providers who need it for the contract and are subject to appropriate confidentiality obligations, or where disclosure is legally required. This does not cover information already lawfully known, independently developed or publicly available without breach.

12.2 Each party retains its pre-existing intellectual property. Purchase does not transfer ownership of manufacturer software or technical intellectual property. Any additional software licence restrictions must be supplied before contract acceptance. Nothing restricts rights which cannot lawfully be excluded.

12.3 Neither party may use the other's name or logo as a marketing reference without prior written permission. Contact information is processed under applicable data-protection law and the relevant privacy notice. These terms do not grant unrestricted access to Customer systems or data.

13 Notices and general provisions

13.1 Orders, variations, defect notices and termination notices may be sent by email to the relevant contact stated in the quotation or subsequently notified in writing. Each party shall maintain current contact details. Important notices should identify the order and request acknowledgement; a delivery failure requires another reasonable means of communication.

13.2 No amendment to a website version changes an existing contract without agreement. If a provision is unenforceable, the remaining provisions remain effective to the extent possible; no provision is automatically rewritten to impose the greatest possible burden on the Customer.

13.3 JBT may use qualified subcontractors but remains responsible for its contractual obligations. Neither party may transfer the contract without the other's written consent, except an assignment of receivables permitted by applicable law.

13.4 In these terms, business days mean Monday to Friday, excluding public holidays in Iceland. Other references to days mean calendar days.

14 Governing law and disputes

14.1 Icelandic substantive law governs the contract. The UN Convention on Contracts for the International Sale of Goods is excluded to the extent otherwise applicable. The parties shall first seek a commercial resolution through their nominated representatives, without preventing urgent protective measures or timely legal proceedings.

14.2 Disputes shall be submitted to the competent district court at JBT's registered domicile in Iceland, to the extent a contractual venue agreement is legally effective. These terms are issued in Icelandic and English. In the event of inconsistency or a difference in interpretation, the Icelandic version prevails.