

Sales and delivery terms

Offer and Prices

1. All prices are excl all taxes.
2. Sales man has the right to adjust sales prices on ordered and delivered goods, yet not paid of buyer, in accordance with the Danish crowns adjustment in proportion to the currency of the foreign supplier.
3. In case of an unpredictable price increase, on the goods necessary for the delivery, the sales man reserve the right to regulate already accepted prices. Increase in freight costs are to be debited the buyer. In case of an unpredictable price increase due to increased oil prices etc. the sales man has the right to regulate the increase freight or monetary standard corresponding.

Delivery

4. The shipment is EXW and on buyers risk, also when the delivery is free of charge. Method of shipment will be chosen after best of judgement and without any responsibility for any difference in freight charges.
5. Any order for delivery EXW are booked with subject to acceptance by and delivery from our supplier, on the condition, that we have based our offer on and sales condition of the supplying factory, even tough these are not familiar to the buyer. In case the supplier, after having accepted the order as a whole or partially, fails to carry out the order or make new demands in order to fulfil the order, we are obliged to, by all means, to seek fulfilment on the agreed terms. If this does not suck seed, we reserve the right to step out of the agreement.

Specifications

6. With regards to execution, tolerance and dimensions, it is the normal terms of the sales man and supplier that are valid on the goods in question.
7. If no specific demands have been made with regards to material quality from the buyer, we consider the order to be of ordinary trade quality or the quality that is normal for the material in question.

Delivery time

8. Where there is substantial delay in delivery for which the seller is liable, the buyer can cancel the agreement, but not if it sold already has been put into production by the seller or supplier, or if necessary raw materials already has been delivered to the seller or supplier in order to fulfil buying order.
9. If effecting delivery should be delayed, hindered or prevented due to in paragraph 17 above circumstances, exempt the seller from any liability and reserves the right at its option, to fully or partially cancel the agreement or defer delivery of any circumstance conditional period.

Liability for defects

10. Proves that buy the service provided is flawed due to faulty manufacture or material defect, the buyer is entitled to return the defective goods for replacement or repair. For imported goods compensated to the same extent that we can obtain compensation from our suppliers.
11. Surrender to the purchaser of the following properly repaired or new parts are to be regarded as meeting the seller's obligations as regards to parts flawed.
12. Seller's liability under Section 10 applies only to defects, which appear within one year from delivery.
13. Unless otherwise agreed, is the transport of defective parts to the seller to the buyer's risk and expense.
14. Defective parts replaced under section 10 shall be made available to the seller.
15. Seller is not liable for defects beyond the point at 10-14 prescribed.

The seller is under no circumstances liable for any direct or any indirect losses, which the defect may cause, e.g. cost of replacements, operating losses or other direct or any indirect losses.

Responsibility for delivery injurious (product liability)

16. The seller is only responsible for personal injury to real or personal property, including the products manufactured by the buyer and the products incorporating such products if it is proved that the damage caused by negligence or omission of the seller or other, which he wears responsible for no more than a total of Dkr. 1,000,000.00. Under no circumstances is the seller responsible for loss of work, the profit or otherwise any indirect losses. To the extent that the seller may be liable for product liability against 3rd man, the purchaser is obliged to indemnify the Seller to the same extent, as the seller's liability is limited according to the preceding paragraphs.

Free from responsibility (Force Majeure)

17. The following circumstances lead to liability when it occurs after the conclusion of agreement, preventing it's performance, as it causes the seller's delivery obligation to be deferred, restricted or terminated:
Industrial disputes and any other circumstance which the parties have no control, such as fire, war, mobilization or unforeseen military call to a similar extent, seizure, currency restrictions, insurrection and civil unrest, lack of transportation, lack of deliveries from subcontractors, general shortages, cancellation of major work, restrictions of power and defects or delays in deliveries from subcontractors due to any of the circumstances mentioned hereunder.
18. The party wishing to invoke any of the preceding point out fact forthwith in writing to the other party as to its origin and termination
19. Any party is entitled by written notification to the other party to cancel the agreement if the performance within a reasonable time becomes impossible because of someone in the section 17 mentioned reasons.

Complaints

20. Order acknowledgments, which buyer does not immediately make objections to, will be considered approved and will thus be determined by the purchase.
21. Complaints over delivered quantity, quality, tolerances, etc. must be in writing within 14 days after delivery. Otherwise, the buyer loses his rights with respect to the above.
For latent defects lapse seller's responsibility if buyer did not change significantly advertised
Within one year after delivery

Extent of liability

22. Seller is not under any circumstances to be liable towards Purchaser more widely than it is apparent from the section. 4-5, section 10-15 and section 16.

Limitation

23. The limitation period for any claim against the seller in connection with a delivery is one year after delivery.

Dispute

24. Disputes arisen in connection with this agreement and to this added regulations and disputes concerning cited therein and consequent fluid relationship with a consequent increase shall be settled in the Maritime & Commercial Court in Copenhagen by Danish law.