

1. Validity

These General Conditions of Sale and Delivery shall apply to all offers, sales and suppliers, unless otherwise agreed in writing. However, the general conditions for the sale of castings, NLG 81, shall apply to the extent they are descriptive.

Any general conditions of sale and delivery printed on the order acknowledgement or otherwise referred to by the customer shall only be valid to the extent this is expressly stated in the order acknowledgement.

2. Product information

All information about weight, dimensions and quality, as well as technical and other data appearing in catalogues, sales folders or other advertising material, is for guidance only and shall only be binding to the extent it expressly forms part of the agreement concluded by the parties.

3. Offers

All prices are stated subject to raw material price changes and exchange rate changes; the time of delivery is subject to the goods being unsold and subject to changed times of delivery from the works. If the seller makes a written offer that does not specify any acceptance deadline, the offer shall lapse if the seller has not received acceptance within two months of the date of the offer.

4. Quality

The buyer is responsible for ensuring that the technical data and the material as a whole are suitable for his requirements.

A certificate will only be supplied if so agreed. The seller will check that the certificate covers the supply, but will not check the information contained in the certificate.

5. Quantity

A margin of plus/minus 10% of the specified quantity shall be allowed. Calculation on the basis of weight, number of units or length shall be made as per standard procedure.

6. Orders and agreements

For an order to be binding on the seller it must be acknowledged by the seller in writing; only the seller's general conditions of sale and delivery shall apply to the execution of the order. If the buyer has any objections to the contents of the order acknowledgement, these must be put forward in writing to reach the seller not later than one week after the date of the order acknowledgement.

7. Prices and delivery

When selling from stock, the prices and terms of payment stipulated on the seller's valid price-list, excl. VAT, shall apply. Delivery shall be ex the seller's address.

8. Payment

Payment must reach the seller on the date stated on the invoice as the due date. If such a due date is not indicated, payment must be made cash on delivery. However, the seller reserves the right to modify the terms of payment in case the seller obtains information to the effect that the buyer's ability to pay has been weakened. If delivery is postponed for reasons attributable to the buyer (claimant's default), the buyer shall nevertheless - unless otherwise stated by the seller to the buyer in writing - be obliged to make payments to the seller, as if delivery had been made at the agreed time.

If payment is made after the due date, the seller shall be entitled to charge interest on the debt remaining at any given time from the due date at the rate of interest written on the invoice at the time in question. The buyer shall not be entitled to offset any counterclaims against the seller that have not been recognised by the seller in writing and shall not be entitled to retain any part of the purchase sum on account of any counterclaims no matter the nature thereof.

9. Property reservation

Subject to the limitations given in mandatory rules of law, the seller reserves the right of ownership in the items sold until such time as the full purchase sum plus any interest added has been paid to the seller or to the party to which the seller has assigned his right.

10. Delivery

Delivery shall be made at the address of the seller/of the seller's supplier, regardless of whether the seller conveys the sold items to the buyer by means of his own employees or by means of a third party according to a separate agreement.

The time of delivery has been fixed by the seller according to his best estimate and subject to the provisos in effect when the offer was made/the agreement was concluded.

With regard to the sale of stock items and standard items, postponement of the date of delivery by 30 days owing to the seller's circumstances shall be deemed to constitute delivery on time in every respect, which means that the buyer cannot for this reason exercise any authority in regard to the seller, unless otherwise agreed.

With regard to the sale of individually manufactured items, the seller is not responsible for any kind of delay, regardless of the duration thereof, which means that the buyer cannot for this reason exercise any authority in regard to the seller. However, either party shall be entitled to cancel the agreement without any liability if the delay exceeds three months.

If the delayed delivery is caused by a situation described in Item 15 (exemption from liability), the time of delivery shall be postponed by the duration of the obstacle; however, either party shall be entitled to cancel the agreement if the obstacle has lasted for more than three months. This provision shall apply regardless of whether the cause of the delay occurs before or after the expiry of the agreed time of delivery.

In the above-mentioned cases, the seller shall inform the buyer of the change in delivery times without undue delay.

11. Packing

Goods are packaged at the buyer's expense, unless it is expressly specified that packing is included in the price.

Only EUR pallets and EUR frames may be returned without prior agreement, for crediting.

12. Cancellation

If an order is cancelled, the buyer shall indemnify the seller all costs associated with the cancellation.

13. Product modifications

The seller reserves the right to make modifications to the agreed specifications without notice, provided this can be done without any inconvenience to the buyer.

14. Non-conformity and complaints

The buyer shall check the items sold immediately upon delivery, with the due care and diligence of a prudent businessman. Deficiencies in the items sold shall be remedied or a redelivery shall be organised; this shall be done within a reasonable time at the seller's option.

If such remedial action or redelivery is not carried out within a reasonable time, the buyer shall be entitled - while observing the general rules of Danish law and these General Conditions of Sale and Delivery - to cancel the agreement, request a purchase sum rebate, or claim compensation.

If the buyer wishes to give notice of non-conformity, the buyer shall - immediately after the deficiency has been or should have been discovered - inform the seller accordingly in writing, stating the nature of the deficiency. Complaints about the quality of the goods must be accompanied by specimens of adequate quantity to allow a reliable assessment of the justification of the complaint.

If the buyer has discovered or should have discovered non-conformity and he does not complain as stated, he cannot subsequently give notice of said non-conformity. If the buyer has not given notice of non-conformity to the seller within six months after the delivery date, he cannot subsequently give notice of said non-conformity.

If remedial action and redelivery have been carried out, the seller's liability for non-conformity cannot be extended to cover more than twelve months from the original date of delivery.

15. Limitation of liability

A compensation claim against the seller cannot exceed the invoice amount of the item sold.

The seller is not liable for business interruption, loss of profit or other indirect losses arising from the agreement, including indirect losses occurring as a result of the delay or non-conformity with regard to the items sold.

In the following circumstances, the seller shall be exempt of liability, provided they prevent the agreement from being executed or make the execution thereof unreasonably burdensome:

Labour conflict and any other circumstance beyond the control of the parties, such as fire, war, mobilisation or unforeseen military conscription of a similar scope, requisitioning, seizure, currency restrictions, riots and civil unrest, scarcity of means of transport, general shortage of goods, restrictions on automotive power, as well as deficiencies in or delays of supplies from external suppliers due to any of the circumstances listed above.

Any of the mentioned circumstances arising before the offer was made/the agreement was concluded can only lead to exemption from liability if the influence of the circumstance on the execution of the agreement could not have been foreseen at that time.

The seller shall inform the buyer without undue delay if any such circumstances as those listed above occur.

16. Product liability

The seller is only liable in damages for personal injury if it is proven that the injury was the result of fault or neglect on the part of the seller or others for whom he is responsible.

The seller is not liable in damages for loss affecting real property or chattels.

The seller is not liable for business interruption, loss of earnings, or other indirect loss.

To the extent that product liability is imposed on the seller against a third party, the buyer shall be obliged to indemnify the seller to the same extent as the seller's liability is limited in the three paragraphs above. If a third party advances a claim against either party for compensation under this item, the party involved shall immediately inform the other party accordingly. Seller and buyer have a mutual obligation to accept lawsuits before the court that hears compensation claims advanced against either of them on the basis of damage or injury claimed to have been caused by the shipment.

These limitations to the seller's liability do not apply if he has been grossly negligent.

17. Returns

Goods can only be returned in accordance with a separate agreement with the seller.

Unless otherwise agreed, returns will only be credited if they are undamaged and if - with regard to works/factory-packaged materials - these are still in the original, unbroken packing.

18. Disputes

Any dispute between the parties shall be settled by the courts on the basis of Danish law.