

Conditions of Sale and Delivery

1. Applicability

The sale and delivery conditions shall apply to all offers, sales and deliveries unless otherwise specifically agreed in writing. Where there are discrepancies with the Buyer's general trading terms, the Seller's conditions of sale and delivery shall take priority. In the case of agency orders, the Principal's sale and delivery conditions shall apply.

2. Offers and acceptance

Sales offers and other sales material shall be regarded as an invitation to enter a sales /agreement. The sale agreement first enters into force from the time the Seller forwards the order confirmation or the Seller executes the order. Any objections the Buyer might have to the contents of the sales confirmation shall be submitted in writing and received by the Seller at the latest 8 days after receipt of the order confirmation.

3. Payment and ownership

The Seller shall have received payment at the latest by the final due date as indicated on the front of the invoice. The Buyer shall not be entitled to set off outstanding claims on the Seller against the purchase price without the written approval of the Seller, nor shall the Buyer be entitled to withhold any part of the payment. If payment is not made by the due date, interests will be charged in accordance with Late Payment of Commercial Debts (Interest) Act. Reminders will be charged with a reminder fee of pro tem DKK 100 in accordance with the applicable debt collection procedures. The Seller shall retain the ownership over all deliveries until payment has been made.

4. Prices

The seller's prices are exclusive of currently applicable VAT, charges and other taxes and duties. Documented increases in raw material prices, collectively agreed labour costs and other costs which are included in the Seller's prices and which arise subsequent to submission of the order confirmation by the Seller shall be debited as an addition to the Seller's prices. In the case of framework agreements, the price shall not be finally fixed until the Seller submits the specific order. These expenses will either be charged directly by the Seller's subcontractor or invoiced to the orderer as per account rendered. The Seller will impose taxes in accordance with applicable rules and the documentation of exemption from tax, if any, lies with the Buyer in relation to the Seller.

5. Specifications and information

Product information shall be submitted based on the most recently received information from the Seller's suppliers. Specification of analysis results, percentage contents or mixture ratios in products stated in product specifications shall be considered typical values or average values unless otherwise stated. In the case of weigh-batching from a main batch, the Seller cannot guarantee conformity with the original specifications unless the Buyer orders re-analysis separately or the nature of the goods has occasioned re-analysis by the Seller. The seller reserves the right to make changes to the agreed specifications if this can be done without inconvenience to the Buyer.

6. Packaging

Shipment is made in standard, non-returnable packaging. Returnable packaging such as pallet tanks/pressurised cylinders/cylinders remains the property of the Seller and responsibility for the return of said equipment shall lie with the Buyer. Should the return packaging be left beyond the agreed rental-free period, rent shall be paid at the rates current at the time. Special packaging shall be at the expense of the Buyer unless explicitly indicated that this is included in the price. Seller is obliged to prevent discarded cylinders from being recycled.

7. Delivery

Delivery shall take place as agreed with the Buyer and the risk shall pass to the Buyer upon delivery. If the Seller in connection with the delivery is imposed surcharges such as diesel surcharge, dangerous goods surcharge or similar, these surcharges will be added to the purchase price. Unless otherwise agreed with the Buyer delivery shall take place EX WORKS (EXW) the Seller's stores. The delivery terms shall be interpreted in accordance with the latest edition of the INCOTERMS. In the case of orders that the Seller assesses to be of only limited value, the Seller reserves the right to impose a handling charge in accordance with the applicable rate. Goods shall be unloaded at a loading platform or tank in accordance with the instructions of the Buyer. The Buyer is responsible for ensuring that all conditions at unloading sites are in proper condition and conform to legal requirements including discharge hoses for deliveries by tanker for the sake of safety of the driver. The delivery time is stated according to best estimate. If necessary, the Seller shall be entitled to postpone delivery dates by up to five working days counting from the expiry of the fixed delivery time provided the Seller before this time notifies the Buyer of such postponement. In the case of deliveries that do not pass through the Seller's stores the Seller will not carry out the customary goods inwards inspection of the consignment. Goods delivered as samples are not covered by the above-mentioned terms.

8. Specifically purchased goods

Should the cooperation with the Buyer be terminated, the Buyer shall be obliged to take all the specifically purchased raw materials/packaging/finished products – in accordance with the sales agreement at the agreed price with the addition of an administration fee, and warehousing and dispatch costs. This term shall not restrict the Seller's right to demand compensation in the case of the Buyer's breach of contract.

9. Goods produced to the Buyer's specifications and bulk deliveries

When ordering goods produced to the Buyer's specifications or delivered in bulk (tankers, etc), the Seller reserves the right to deliver the contracted amount +/- 10%. Should the Buyer's goods inwards facilities be of insufficient capacity to receive the ordered quantity, the Seller reserves the right to issue an additional invoice to the Buyer for those costs that may come as a consequence of the surplus consignment having to be returned to the Seller's warehousing facilities. The Seller reserves the right to invoice the whole of the amount of the order placed with the immediate deduction of the non-delivered part-consignment deducted for any costs incurred.

10. Returns

Sold goods will only be accepted in return subsequent to prior written agreement and only be returned to the Seller in original unbroken packaging at the expense and risk of the Buyer. To the extent that the Seller might incur shipping or handling costs, etc, the seller shall be entitled to require that these be refunded by the Buyer and to set these off against any claims the Buyer might have against the Seller. Subsequent to the completion of processing or replacement the Buyer undertakes to collect the processed or replaced consignment from the Seller's premises at his own risk and expense.

11. Inspection obligations and warranty periods

Upon delivery, the Buyer shall immediately inspect the delivered goods and notify the Seller in writing in case the delivered goods are deficient defects. In the case of defects and deficiencies which arise during transport and which are detected immediately upon delivery, the Buyer shall be obliged to notify the carrier concerned and ensure that the driver notes and confirms the visible defects and deficiencies on the delivery slip. The Buyer will lose all claims if the Seller has not received a written complaint at the latest 8 days after receipt in the case of a visible deficiency and in the case of a hidden deficiency or delay at the latest 8 days upon the time where the Buyer had our should have learnt about the deficiency or the delay.

12. Delay and deficiencies

In the case of material deficiencies, product damage and delays, the Seller shall only be liable if it is proved that the deficiency, damage or delay was caused by faults or neglect on the part of the Seller. If the products are defective, the Seller can make a remedy or provide a proportional reduction of his own choice. Claims against the Seller may not exceed the invoiced amount of the product sold. The Seller shall not be liable to deliver or pay compensation to the Buyer if delivery is prevented or made disproportionately difficult or costly by unforeseen obstacles occurring after the signing of the agreement, natural events, mobilization, war, blockades, riots, labor conflicts, lack of suitable transport facilities, energy crisis, machine damage, fire, epidemics, state intervention, including denial of export and import authorization and the introduction of deposit schemes as well as defects or delays from subcontractors due to any in this paragraph mentioned circumstances. The Seller is bound to submit written notification of the existence of such circumstances to the Buyer without undue delay. The Seller shall not be liable for any loss nor costs, included consequential losses, loss of profits or other indirect losses the Buyer might suffer from in the case of delayed or deficient delivery unless the Seller has shown gross negligence or premeditation on. The Seller shall not be liable for any incorrect storage of goods on the part of the Buyer, possible incorrect or prescribed handling of the product on the part of the Buyer or the consequences of the Buyer's application of the product in tests or other contexts. The Buyer is expected to inspect the goods immediately upon delivery and make a claim within 8 days in the case of defects and deficiencies.

13. Product liability and Indemnity

Product liability is subject to the currently applicable rules of Danish law. However, the Seller's liability is limited as stated below. The seller shall not be liable for damage to real property or contents occurring while the sold goods are in the Buyer's possession. Nor is the Seller liable for damage to products manufactured by the Buyer or products in which these are incorporated, unless the seller has not delivered according to the specifications. To the extent that there are no other consequences of mandatory legal rules, the Seller shall not be liable for repatriation and disposal costs, consequential losses, loss of profits or other indirect losses. The Seller's product liability does not include goods delivered for tests etc. The Seller shall only be liable for personal injury or consumer damage if it is proven that the damage is caused by the faults or neglect on the part of the Seller or other persons whom the Seller might be liable for.

14. Force Majeure

In the case of force majeure the Seller is entitled to without any liability to cancel the sales in question or postpone delivery for the duration of the force majeure. Force majeure is a.o. if the Seller or his subcontractors and/or haulier is prevented from delivering due to war, civil war, riots, terror, public restrictions, import and export ban, government intervention, blockades, strikes, natural disasters, including but not restricted to earthquakes, surge including floods, tornados and volcanic eruption or the like which could not have been foreseen by the Seller at the time of entering into agreement.

15. Assignments of rights and obligations

The Seller shall be entitled to assign all rights and obligations under the agreements with the Buyer to a third party.

16. Jurisdiction

The agreement between the Seller and the Buyer, including interpretation of these conditions of sale and delivery is subject to Danish law. A dispute between the Seller and the Buyer will be decided at the Danish courts and the charges should primarily be brought to the Copenhagen Maritime and Commercial Court unless it is not qualified in which case the court in Glostrup will be the right venue.