



Terms of sale and delivery

1. Use

These terms of sale and delivery are valid for all supplies. Exceptions from the terms are only valid if a written agreement is made between the 2 parties.

2. Offer

An offer is valid for 30 days from the date of the offer, subject to the goods being unsold. That is, the seller is not bound by the offer if the seller in the period before the acceptance of the buyer has sold the goods and is therefore unable to supply.

3. Orders

The order from the buyer, either oral or in writing, is not valid for the seller until the buyer has received a written order confirmation from the seller.

4. Prices

The price is according to the valid price list at the time of collection of the goods. The mentioned prices are without raw materials tax and VAT. The seller reserves the right to change the price list, without notice. Firm price agreements are always within the agreed time and for the agreed quantities. However, the seller reserves the right to adjust the firm price if the seller has further costs as a consequence of changes in legislation, i.e. tax increases.

5. Terms of payment

The quantity is always based on weighing or measuring at the seller's plant. Terms of payment are 30 days net from date of invoice. However the seller has the right to demand cash payment. The seller has the right to charge interest, according to current legislation, if payment terms are not adhered to.

6. Delivery

Delivery is free on truck at seller's plant. If any special agreement has been made with regards to the seller delivering the goods, they will be delivered as close to the place of use as the driving conditions allow, according to driver's assessment. If the buyer requests the driver to travel over uneven ground, any damages arising and any loss of the seller's time will be made good by the buyer. When the seller delivers the goods they are considered delivered when they have been unloaded.

7. Responsibility for delays

The seller is not responsible for delays caused by the buyer i.e. blocked roads to the building site etc. The seller reserves the right to invoice the buyer any extra costs incurred as a consequence of such delays. Furthermore, the seller is not responsible for delays caused by force majeure (i.e. strike or lock-out) or bad weather making transport and production impossible or disproportionately expensive. As such delays arise, delivery will be postponed to the earliest possible time after the end of the hindrance. The seller will inform the buyer as soon as possible of the new time of delivery.

8. Receipt of goods

Before loading/unloading of the goods the buyer must make sure that the delivery note is consistent with the order and undertake a visual inspection of the goods during loading/unloading. Any complaints must be given in writing immediately after the buyer is or should be aware of the deficiency. If not, the buyer will have lost his right to complain.

9. Documentation

The seller's documentation will state the volumes, descriptions etc. as loaded at the sellers plant, based upon the internal quality control systems of the seller. The seller's documentation will form the basis of the sales contract.

10. Limitation of liability for deficiencies

The seller's responsibility for deficiencies lasts 5 years after delivery to the buyer. If the delivery is deficient the seller will make good the deficiency as soon as possible. The seller will accept no consequential losses arising from any deficiency.

11. Limitation of product liability

The seller's product liability is set at max 2,000,000 DKK. No consequential losses arising from faulty goods or workmanship will be accepted.

If the seller is enjoined a product liability against a third party the buyer is bound to free the seller from the compensation claims exceeding 2,000,000 DKK. In case of a lawsuit the buyer is bound to let himself sue at the same court that tries the claim against the seller.

12. Disputes

Any disputes between the parties will be settled after Danish legislation or by arbitration.