

General Terms of Sales & Delivery



1. APPLICATION

Unless otherwise provided by mandatory statutory provisions or a separate written contract between the parties, any quotation, sale or delivery from PcP, hereinafter called the Supplier, shall comply with the following General Sales and Delivery Terms, which shall take precedence over any provisions in the Buyer's order/acceptance.

2. QUOTATION AND ORDER CONFIRMATION

Quotations shall be valid for thirty (30) days unless otherwise stated. Contracts other than quotations or order confirmations shall be binding only upon the Supplier's written confirmation. A final agreement on delivery has been entered into only upon the Buyer's receipt of the Supplier's order confirmation, and the order confirmation only shall be binding on the Supplier. In the event of a price increase from the Supplier's suppliers of raw materials etc., the Supplier shall have the right to change its price in the quotation or order confirmation without entitling the Buyer to claim any remedies for breach of contract. However, it shall be a precondition for this right on the part of the Supplier that the price increase can be established prior to delivery pursuant to point 5. The Supplier shall send an adjusted invoice to the Buyer immediately upon establishing the price increase. The Supplier shall further be entitled to insist on the purchase despite the price increase.

3. DRAWINGS, DESCRIPTIONS, MODELS ETC.

All drawings and technical documents etc. concerning the Supplier's products, or manufacturing thereof, which were handed over to the Buyer prior to making the contract shall continue to be the Supplier's property. Drawings, technical documents or other technical documentation which have been received shall not, without the Supplier's express consent, be used for purposes other than making the quotation. Materials covered by this provision shall thus in no respect be used without authorisation or disclosed to third party, and shall be returned to the Supplier immediately in the event that the quotation is not accepted.

4. PRICES, FREIGHT AND INSURANCE

The price shall cover only the agreed services/products specified in writing in the quotation or order confirmation. The prices shall be quoted ex works Vildbjerg exclusive of packaging. At the Buyer's request and thus upon separate agreement, the Supplier shall assist with ordering transport and insurance for the Buyer, which shall be invoiced separately. Ordering of transport shall automatically include ordering of packaging to be invoiced separately. The packaging material shall be the Buyer's property and is not returnable. Delivery shall in all circumstances be deemed to have taken place ex works Vildbjerg.

5. DELIVERY

Where no separate agreement on a delivery clause has been entered into, delivery shall be deemed to be made ex works Vildbjerg such that the Buyer shall carry the risk for accidents to the delivered goods during transport, unloading and unpacking. This shall apply irrespective of the amount of the order and irrespective of whether the Supplier pays the costs of transporting the goods within the purchase price, which shall also require that the Supplier and the Buyer have made a separate contract thereon in writing. Where a delay in delivery is caused by the Supplier being in a situation as defined in point 10, delivery shall be postponed by the period of the impediment. However, both parties shall be entitled to cancel the purchase without liability once the impediment has lasted for more than six (6) months. This provision shall apply regardless of whether the cause of the delay occurs before or after expiry of the agreed delivery time. In the event that the Supplier cancels the purchase once the impediment in point 10 has lasted for more than six (6) months, the Buyer may not make any claim for damages against the Supplier.

6. PAYMENT

Where the Buyer has been granted credit, payment shall fall due thirty (30) days from the invoice date. If payment is not effected immediately on the due date, the Buyer shall pay interest on the late payment at the rate of 1.5 per cent per month or part of a month from the due date, calculated thirty (30) days from the invoice date. If the purchase price is not paid on time, the Supplier reserves the right to withhold all other deliveries in progress and prevent the handing over of delivered goods until the Buyer has paid all arrears, including costs and any default interest.

7. COMPLAINTS

Immediately upon receipt and before the goods are taken into use, the Buyer shall examine the goods in order to ensure that the delivery is without defects. Complaints about defects, including incorrect volumes, which are or ought to have been established on such examination upon receipt shall be made in writing without undue delay. If the Buyer has discovered, or should have discovered, the defect and the Buyer did not forward a complaint in accordance with the above, the Buyer may not subsequently claim the defect against the Supplier.

8. LIABILITY FOR DEFECTS AND DELAYS

The Supplier shall not be liable for operating losses, loss of profit or indirect losses on account of the contract, including indirect losses arising out of delays or defects in the goods sold. Other losses which can be proved by the Buyer shall be determined in accordance with the general rules of Danish law on compensation for damages. The amount of the Supplier's liability shall be limited to the price stated in the quotation or order confirmation.

9. RETENTION OF TITLE

The Supplier reserves title to the goods sold with the limitations following from mandatory rules of law until payment of the purchase price in full plus any accrued costs is made to the Supplier or to whomever the Supplier has assigned its right.

10. FORCE MAJEURE

The following circumstances shall exempt the Supplier from liability should they prevent the performance of the contract or make performance unreasonably onerous for the Supplier. However, the Supplier does not need to prove that there is a definite general and/or economic impossibility of performance: industrial disputes and any other situation beyond the control of the parties to the contract such as fire, acts of war, mobilisation or unexpected military call-ups of a similar scope, confiscation, currency restrictions, rebellions and disturbances, lack of transportation, general shortage of goods, restrictions on power as well as defects in or delays to deliveries from subcontractors caused by any of the circumstances mentioned in this point. Circumstances as mentioned above which had occurred before the quotation was made or the contract was entered into shall only exempt the Supplier from liability if their influence could not have been expected at this time. The Supplier shall notify the Buyer in writing without undue delay if any of the above circumstances occur.

11. PRODUCT LIABILITY

The Seller shall incur product liability under the Danish Product Liability Act or the rules on product liability created by case law only if the Buyer or third party documents/proves that the damage or injury is caused by faults or negligence on the part of the Supplier. Under no circumstances shall the Supplier be liable for operating losses, loss of profit or other indirect losses arising out of established product liability as above. If the Supplier should incur product liability to third party, irrespective of whether the product liability is pursuant to the Danish Product Liability Act or case law, the Buyer shall indemnify the Supplier for any amount which the Supplier has had to pay in this connection. The exclusion of liability shall apply only if the Buyer is a manufacturer within the meaning of Section 4(1) and Section 12 of the Product Liability Act. In the event that product liability is established against the Supplier under this provision, the amount of this liability shall in any event be limited to DKK 15,000,000 to cover business property damage.



12. EXECUTION

Aluminum welding acc. to EXC1 and steel / stainless steel welding acc. to EXC2, unless other is stated.

13. RIGHT OF RETURN

Goods may be returned, irrespective of reason, only upon written agreement with the Supplier. On returning goods which correspond to the Buyer's confirmed order, the goods shall be credited to a maximum of eighty (80) per cent, and on condition that the non credited part of the order is paid in cash.

14. VENUE

Any dispute arising from the transaction between the parties shall be decided in accordance with Danish law. However, the CISG shall apply to transactions with international buyers in the event of any disputes with respect to the sale of goods. This shall, however, be conditional upon the international buyer's ratification of the CISG, as Denmark has done. Where this is not the case, the Danish Sale of Goods Act and Danish law in general shall apply. The dispute shall be decided by Herning Court, Denmark as the court of first instance.