



## **Sales and Delivery Terms for Compfitt Metal A/S**

### **1. Introduction**

These sales and delivery terms shall apply to the extent that no other specific written agreement exists between the parties.

They will apply to any quotation and sale from Compfitt Metal A/S and any delivery made by Compfitt Metal A/S (hereafter the Company), and regardless of whether the Company can be regarded as manufacturer or vendor.

### **2. Products and packaging.**

All details concerning type, weight, measurements, dimensions, capacity etc are stated with tolerances that will normally be given in the Company's product catalogue.

Such information shall only be binding on the Company to the extent expressly stated in the Company's quotation, order confirmation or other written agreement.

All information on the product, including drawings and specifications furnished by the Company, remain the Company's property and may not be given to any third parties or abused in any other way.

If changes to the products and packaging can be implemented without inconvenience for the buyer, the Company reserves the right to make such changes.

The Company shall only be obliged to provide special packaging or preservative methods if agreed in writing.

The Company reserves the right to charge for shipping packaging and suchlike, as packaging can only be returned and credited by written agreement.

### **3. Quotations**

Quotations given by the Company to a buyer shall only be valid for 4 weeks, calculated from the date of issue of the quotation. This shall not however apply to goods that by agreement with the customer or that are in the normal course of things traded at spot price, which will be stated on the quotation.

Quotations are priced in Danish Kroner excl. VAT unless otherwise agreed.

Any quotation, order confirmation etc is subject to credit insurance of the buyer by the insurance company of the Company's choice.

Written acceptance shall be received by the Company from the buyer before the expiry date of the offer. If not, the quotation will lapse.

#### **4. Unsold goods**

Until notice of acceptance has been received by the Company from the buyer, the Company shall be entitled to sell the goods subject to the quotation to a third party, with the effect that the quotation will lapse.

#### **5. Delivery**

Delivery shall be ex-works in accordance with INCOTERMS 2000, unless otherwise agreed in writing between the parties.

The buyer shall be liable for the goods when they are made available to the buyer at the Company's premises.

If a written agreement has been made for despatch of the goods, despatch and transport shall be at the buyer's risk and expense.

The price stated for the goods is ex-works, in accordance with INCOTERMS 2000.

#### **6. Delivery date**

If the buyer is advised a delivery date, it shall be determined by best estimate and in compliance with the conditions applicable at the time the quotation was given or agreement concluded.

Should the Company be in a situation covered by clause 10, or in some other respect find it difficult to deliver on time due to lack of supplies from vendors or mechanical breakdown at the Company, the delivery date shall be extended by the period of time necessary.

Should such a situation occur, the Company shall notify the buyer at the earliest opportunity.

Should such a situation last more than 30 days, both parties shall be entitled to cancel the agreement without recourse to the other party.

Should delay be due to other causes than those stated, the buyer can terminate the agreement providing the delay is significant, in accordance with the general rules of Danish law. The buyer shall, however, notify the Company of his intention to do so and provide the Company with a reasonable deadline given the circumstances, for the Company to attempt fulfilment of delivery.

Should part delivery only be possible, the buyer shall accept that part and make payment in proportion.

The buyer can not demand compensation for indirect loss, e.g. loss of earnings, loss of profits or other consequential damages. Consequential damages shall not therefore be the liability of the Company notwithstanding that the Company may be responsible.

#### **7. Retention of title.**

The goods sold shall remain the property of the Company until payment has been made in full, to the extent that such retention of title is viable under applicable law.

## **8. Payment.**

Payment shall be made in cash upon delivery unless otherwise agreed or stated on the invoice.

If the Company has issued a quotation the prices in that quotation will be those applicable.

All prices are stated net of transport, as the quotation is based on ex-works.

The Company shall be entitled to apply interest on overdue invoices at a rate of 1.5 % per month from the due date.

In the event of non-collection, the Company can store the products at the buyer's risk and expense for a period that is reasonable under the circumstances.

## **9. Short deliveries and complaints.**

The buyer shall inspect the goods immediately upon delivery.

If the buyer believes there are elements of the delivery missing (short delivery) the Company shall be notified immediately and in writing of the nature of the shortage.

Should the buyer register or ought to have registered a short delivery and fails to notify the Company as stated, no further recourse can be made to the Company for rectification.

The Company shall decide to either make good the shortage or supply a new delivery. Make good or resupply of short deliveries shall occur either at or from the delivery address in accordance with clause 5.

If the shortfall is not made good within a reasonable period the buyer can in accordance with the general rules of Danish law terminate the agreement, demand a reduction of the purchase price or demand compensation.

If the buyer has not notified any shortages to the Company within one year of the delivery date, recourse to the Company cannot be made at a later date.

Modifications or alterations to the goods sold without the written consent of the Company shall exempt the Company from any liability.

Should the buyer make a complaint but no shortage or defect can be substantiated, the Company shall be entitled to compensation for the labour costs and other expenses the complaint may have incurred for the Company.

The buyer cannot claim compensation for indirect loss e.g. loss of earnings, loss of profit, or other consequential damages. Consequential damages shall not therefore be the liability of the Company notwithstanding that the Company may be responsible.

## **10. Force Majeure**

The following circumstances shall exempt the Company from any liability providing they hinder fulfilment of the agreement or make it unreasonably onerous.

Labour conflict and any other circumstances beyond the control of the parties, such as fire, war, currency restrictions, civil unrest, lack of transport, general shortages and shortages of or delayed consignments from subcontractors, caused by any of the circumstances named in this clause.

## **11. Product liability.**

The Company shall only be liable in relation to the Product Liability Act for personal injury and damage of those things that given their nature are not intended for commercial uses, cf. the general terms of the law, if it can be shown that the damage/injury is due to defects or neglect on the part of the Company or others the Company may be responsible for.

The Company shall not therefore be liable for damage arising from products manufactured by the buyer or that arise from a part of the product manufactured by the buyer.

The Company shall not be liable for loss of earnings or other indirect loss.

These limitations shall not however apply if the Company is guilty of gross negligence.

To the extent that the Company may be held liable for product liability to a third party, the buyer shall indemnify the Company to extent the Company's liability is limited in the above. In the event of a third party making a claim against one of the parties for compensation with regard to this article, that party shall notify the other party without delay.

## **12. Immaterial rights**

The buyer is responsible for ensuring the Company's manufacture of goods according to the buyer's specific instructions does not contravene immaterial rights.

The buyer undertakes to indemnify the Company from all consequences of legal action which may be brought against the Company as a result of its manufacture of goods covered by patent, pattern, registered trade mark or other sole rights, if manufacture has been in accordance with the buyer's specific instructions, drawings, samples, models, tools or other technical information or equipment.

## **13. Disputes and court venue**

Any disputes for which a satisfactory solution cannot be found shall be decided at the Maritime and Commercial Court (in Copenhagen) as the agreed venue.

These legal conditions are subject to Danish law that will also be used for questions and the formal method used for such purposes as the inspection of goods sold, any disputes prior to the inspection, notifications and any conditions to be applied if the goods sold are rejected.

The rules to be found in the Convention on Contracts for the International Sales of Goods shall not apply to these legal conditions.

September 2004. Article 12 on "Immaterial rights" added August 2006.