

TERMS & CONDITIONS

SJØRRING

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Sjørring Maskinfabrik A/S

1 USE

- 1.1 These General Terms and Conditions of Sale and Delivery (“Terms”) shall apply to all products (“Products”) offered and delivered to any customer (“Customer”) by Sjørring Maskinfabrik A/S (“Company”)

2 AGREEMENT BASIS (AFTALEGRUNDLAGET)

2.1 The Terms along with the Company’s offers and order confirmations constitute the total contractual basis for the Company’s sales and delivery of products and services. The Customer’s conditions printed on orders or otherwise communicated to the Company do not form part of the contractual basis, unless agreed in writing by both parties.

2.2 Changes and additions to the agreement are only valid if confirmed in writing by both parties.

3 PRODUCTS AND SERVICES

3.1 Products sold and delivered to the Customer are, unless otherwise stated, manufactured according to the following standards:

- Standard tolerances on linear measures DS/EN 22768-1 C
- Tolerances on welded components according to DS/EN ISO 13920 B
- General welding quality according to DS/EN 5817 – welding Class C
- Flame cutting general tolerances according to DS/EN ISO 9013

3.2 The Customer shall obtain, pay, and be responsibility for the necessary permits from the authorities, or any third parties in connection with installation, operation and arrangement etc. of the supplied goods and services.

3.3 The Company is not liable for errors or defects in the material or for information provided by the Customer, such as drawings, instructions, specifications, etc. The Company has no obligation to check or verify the accuracy or the appropriateness of such material.

3.4 The Company shall have no liability for errors or defects in the Product resulting from incorrect or inappropriateness of the specification, drawings etc. provided by the Customer.

4 OFFERS, ORDERS AND ORDER CONFIRMATION

4.1 All offers from the Company are unless otherwise specified in the offer valid for 30 days from the date of the offer. The Customer’s order is not binding for the Company until the Customer has received a written order confirmation.

4.2 The Company strives to provide written confirmation or denial of an order for products or services to the Customer within 3 working days after receiving the order. Only written order confirmations are binding on the Company.

4.3 The Customer cannot modify a pending order without the Company’s written consent.

4.4 If the Company's order confirmation does not match the Customer's order or contractual basis, and the Customer does not wish to accept the discrepant conditions, the Customer shall provide written notice to the Company within 3 working days after receipt of the order confirmation. Otherwise, the Customer is bound by the Company's order confirmation.

5 PRICE AND PAYMENT

5.1 The price for the products and services corresponds to the Company's current valid price list at the time of the Company's order confirmation, unless otherwise agreed in writing.

5.2 Unless otherwise agreed in writing, the price indicated is excluding VAT and tax and in Danish kroner.

- 1) The price of the applicable price lists does not include installation.
- 2) Freight for returned goods and trade goods shall be paid by the Customer.
- 3) Packaging is charged at cost and may only be returned if this is agreed.

5.3 All prices, including the execution of a final agreement is made subject to changes as a result of documented changes in prices of materials, prices from subcontractors, changes in taxes, changes in exchange rates or changes in payroll costs, etc.

5.4 In case of price changes the Company is obliged to inform the Customer in writing without delay. The Customer can then, within 7 days from receipt of the information on the price increase, cancel the affected order, without this being regarded as a breach. If the Customer does not cancel the order within the 7-day period, the price increase shall be deemed accepted.

5.5 The Customer shall pay all invoices for products and services in accordance with the specified terms of payment, unless otherwise agreed in writing.

5.6 Unless otherwise stated, payment terms are net cash on delivery. In case of delayed payment the Company is entitled to calculate a 1.5 % interest for each month or fraction thereof from the due date.

6 RETENTION

6.1 The Company retains ownership of the delivered goods until payment is made in full, including accrued interest and costs.

7 DELIVERY

7.1 The Company delivers all sold products and services at the time stated in the order confirmation. The Company is entitled to deliver before the agreed delivery.

7.2 Installation and/or mounting of products take place only when this is agreed and priced in the agreement.

7.3 Orders are delivered Ex Works (Incoterms 2010) at the Company's address, unless otherwise agreed in writing.

7.4 Delivery time may be subject to strike, lockout, fire, import bans, delays or defects in deliveries from suppliers, lack of deliveries from suppliers in general or similar difficulties.

7.5 In the event of such circumstances, the Company shall without delay notify the Customer thereof.

7.6 The Company may require an agreed delivery postponed if the delivery is delayed due to the Customer, including if the Customer does not timely approve drawings, if the Customer does not timely supply information relevant to the Company or do not meet the terms of payment.

7.7 If the time of delivery is delayed due to the reasons in section. 7.6, or if the Customer for any other reason is unable to receive the delivery at the delivery date, the Customer is required to comply with the agreed payment terms, as if delivery had taken place and the risk of delivery is furthermore transferred to the Customer at the agreed date of delivery.

8 LATE DELIVERY

8.1 If the Company expects a delay in the delivery of products or services, the Company informs the Customer as soon as possible including the reason for the delay and a new expected delivery date.

8.2 If the Company does not supply products or services within 7 days after the agreed delivery date, for reasons that the Customer is not liable for, and furthermore delivery is not made within a reasonable remedy period of 14 days, the Customer may in writing to the Company without further notice terminate the order or orders that are affected by the delay.

8.3 The Customer has no other rights and remedies in the event of late delivery. The Customer is not entitled to claim damages or compensation, including indirect losses and consequential damages, whether or not the agreement is terminated.

9 LIABILITY FOR DEFECTS

9.1 The Customer shall inspect all products and services at delivery. If the Customer discovers errors or defects that the Customer wishes to claim this shall be declared to the Company in writing within 10 days of delivery. Afterwards the Customer cannot claim defects that would or ought to have been identified by such an inspection. The same applies if the Customer fails to immediately complain over latent defects.

9.2 The Company has the right to remedy any defects. Remedy may be effected either through the supply of new products or, if the Company's chooses so, by repair.

9.3 In case of exchange of new products or repair the Customer is obliged to disassemble, dismantle and return the defective product to the Company's address, alternatively a location designated by the Company. The return respectively reshipping from the Company of repaired and/or new products will take place at the Customer's risk and expense. Similarly, the Company is not liable for costs including any labor costs associated with dismantlement, replacement or reinstallation of products in connection with complaints.

9.4 If the replacement or repair, according to Company's estimates, will lead to disproportionate costs, the Company is entitled to grant a proportional reduction in the purchase price equivalent to the delivered products or services instead.

9.5 The Company's liability for defects is always limited to, at the Company's own choice, to make replacement, remedy or to grant a pro rata purchase price reduction.

9.6 The Customer has no other remedies against the Company as a result of defects.

9.7 No matter what the Company cannot be liable for consequential damages, liquidated damages, day fines, business interruption, loss of business profits or other indirect losses, including consequential damages and costs that may rise from dismounting and remounting of the goods in which the product may be included.

9.8 The Company's liability shall in no event exceed an amount equal to the invoice value excluding VAT for the defective product.

9.9 The Customer shall always follow any instructions for use and maintenance of the product, including instructions in the product manuals, etc. The Customer may under no circumstances change or remove marking of capacity rating, warnings and serial number from the product.

9.10 Changes or alterations to the product without the Company's written consent releases the Company from any responsibility for the product. As an example this occurs if the products are repaired by persons who are not authorized by the Company.

10 PRODUCT LIABILITY

10.1 The Company shall only be liable for personal injury to the extent required by mandatory legislation.

10.2 The Company shall not be liable for damage to real estate and property belonging to the Customer or third parties or damage which occurs while the products are in the Customer's possession.

10.3 The Company shall never be responsible for consequential damages, liquidated damages, daily penalties, business interruption, loss of business profits or other indirect losses or damages.

10.4 If the Company is held liable for defective products towards third parties, the Customer is obliged to indemnify the Company to the same extent as the Company's liability is limited according to these Terms.

10.5 If a third party claims product liability, the Company shall immediately be notified. If claims made against the Company on the basis of product liability are handled in court or by an arbitral tribunal the Customer is required to join the legal action as third party.

11 WARRANTY

11.1 Warranty including service guarantee is only provided if and to the extent expressly written in the specific order confirmation. The fact that the Customer has previously purchased products from the Company, including similar products, with warranty provided does not imply a warranty, unless stated directly and in writing in the order confirmation.

12 THE CUSTOMER'S BREACH OF CONTRACT

12.1 If the Customer fails to pay overdue payments cf. section 5.6, fails to provide an agreed security or otherwise in any way infringes the provisions of the agreement, the Company is entitled to cancel the order in its entirety and claim compensation for any losses in this context.

12.2 Complaints of deliveries shall not entitle the Customer to withhold payment for deliveries already made thus the Customer's withholding of due amounts shall be considered a material breach.

12.3 The Customer is only entitled to set off the purchase price upon the Company's prior written consent.

13 PARTIAL INVALIDITY

13.1 Should any provision of these Terms be held to be illegal, invalid or unenforceable, all other terms and conditions of these Terms shall remain in full force and effect and shall be construed in accordance with the modified provision.

14 LAW AND VENUE

14.1 These Terms and all orders entered into between the Company and the Customer shall be governed by and construed in accordance with the laws of the Kingdom of Denmark without giving effect to any choice or conflict of law provisions.

14.2 Any dispute, including disputes about non-payment of a delivery or any part thereof, shall be decided at the Company legal venue in Denmark.