

# General terms of sale and delivery of DK Gantry ApS

Vat: 30910133

2007

The following general terms of sale and delivery of DK Gantry ApS (hereinafter referred to as the Seller) shall apply unless another written agreement has been made by DK Gantry ApS (the Seller) and the receiver hereinafter referred to as the Purchaser.

## **Technical specifications**

The illustrations, statements of dimensions, statements of weights, performance or the like appearing in the Seller's catalogues are subject to confirmation, and the Seller reserves the right to make changes in the design or sale of products without prior notice.

## **Copyrights**

All drawings and technical documents passed on to the Purchaser before or after conclusion of the agreement shall remain the Seller's property in accordance with the Danish Marketing Practices Act. They shall not be used by the Purchaser or copied, reproduced, passed on to or otherwise be disclosed to any third parties without the permission of the Seller.

## **Proprietary rights**

The equipment shall remain the Seller's property until payment has been made in full including interest and any costs. The Purchaser undertakes to maintain complete all risk insurance for all equipment. For as long as the proprietary rights in the equipment rest with the Seller, the Seller shall be entitled to receive all insurance sums regarding the equipment.

## **Reservations regarding quotation and delivery**

All quotations are made subject to confirmation and subject to the goods being unsold. The Quotation is open until expiry of the time-limit stated in the quotation. The Seller reserves the right to change or withdraw outstanding quotations without notice.

## **Prices**

All prices and orders are noted subject to all materials being available without further increases in price, direct or indirect taxes.

## **Delay**

The Seller shall not be liable for such failures to deliver or delays that are caused by war, blockade, strike, lockout, transport accidents, fire, flood, extraordinary wind and weather conditions, import or export restrictions, supply difficulties or other Force Majeure making delivery difficult or delaying delivery, including delivery difficulties on part of the Seller's sub suppliers.

## **Defects**

The Seller undertakes to remedy all defects that are due to design or materials defects, always provided that the Seller shall not be liable for defects in raw materials supplied by sub suppliers. The Seller shall only be liable for such defects that are due to errors made by the Seller or his employees. The Seller shall not be liable for defects caused by incorrect use or operation of the delivered goods or caused by faulty information to the Purchaser. Furthermore, the Seller's defects liability shall cease if due to faulty calculations not corrected by the Purchaser, as the Purchaser is called upon to check the drawing material. The Seller's defects liability for the objects sold shall be limited to replacement delivery or replacement of the defective objects. Any damages shall not exceed the purchase price of the defective parts. The Seller shall not be liable for any operating loss, loss of profits or other losses. The Seller excludes liability for Personal injury or damage to things as a consequence of defects in the objects delivered

## **Complaints**

The Purchaser undertakes to check that the goods are in compliance with the agreement between the Parties immediately upon receipt of the goods. If upon such checking, the Purchaser ascertains that there is a shortage or other visible defect, a Complaint to that effect shall be made without undue delay after receipt of the delivery. Otherwise, the Purchaser shall be precluded from making any claims on that account. In case the delivery has latent defects, the Purchaser shall submit his complaint without undue delay at the time at which He becomes aware of such defect. If no such complaint is made immediately after discovering the defect, the Purchaser shall also be precluded from making any claims on that account. Any complaints shall not entitle the Purchaser to withhold payment for deliveries made. In case the Purchaser resells to a third party, the Purchaser shall still be obliged to check the delivery for shortages or other visible defects.

## **Warranty and limitation**

The Seller warrants the goods sold for 12 months after shipment when used under normal operating conditions. In such case the seller accept reparation covered by the warranty. Seller will ship parts for purchaser to replace. The Seller may request that the equipment be forwarded to the Seller's address for reparation, freight to and from seller is covered by purchaser. For parts of other makes included in the delivery, the warranty conditions of the Seller's supplier shall apply. The Seller's warranty liability does not include any further losses or consequential losses. The warranty does not cover conditions due to ordinary wear and tear, insufficient maintenance or incorrect treatment.

## **Terms of payment**

The Seller's terms of payment are net cash 10 days before shipment

## **Other agreements**

The Purchaser shall be responsible for the goods delivered, including that they comply with the applicable Law of the country of delivery. More extensive obligations than the aforesaid shall only be binding on the Seller if accepted in writing by the Seller.

## **Venue**

In the case of any doubt as between the Parties in connection with the deal made, it has been agreed that the settlement shall be based on Danish law and the venue shall be at the Maritime and Commercial Court in Copenhagen.

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All goods are sold according to DK Gantry ApS general terms of sale