

Terms and conditions of sale and delivery

How to use

1. The following general provisions shall apply if the parties have agreed to them in writing or otherwise. If the terms of delivery apply to a delivery, any deviations shall be made by written agreement between the parties.

Packaging

2. Unless otherwise stated, the prices stated in offers and agreements shall be deemed to include the Seller's standard packaging.

Quantity. Weight

3. Reservations regarding deviations from the agreed weight or quantity only apply if the parties expressly refer to them.

Product information

4. Information in product information and price lists is only binding to the extent that the agreement expressly refers to them.

Special offers

5. Offers made by the Seller shall be binding for 8 days from the date of the letter, unless otherwise agreed.

Order confirmation

6. If there is a discrepancy between the order confirmation and previously submitted material, the order confirmation shall prevail.

Quality of service

7. Batches ordered as structural timber are delivered - unless otherwise agreed - in strength class C16 - see BS4978, and in strength class C18/C24 - see INSTA 142. Unless otherwise agreed, the product is delivered undried.

Delivery

8. If a delivery clause has been agreed, it shall be interpreted in accordance with the INCO terms applicable at the time the agreement is concluded.

If no delivery clause has been agreed, delivery shall be deemed to be "Ex Works".

Delivery time. Delay time.

9. If the delay in delivery is due to any circumstance which constitutes a ground for exemption from liability under Clause 21 or is due to the Buyer's act or omission, the delivery period shall be extended to the extent deemed reasonable under the circumstances.

The delivery time shall be extended even if the reason for the delay occurs after the original agreed delivery time has expired.

10. If the Seller fails to deliver the Plant/Product on time, the Buyer may by notice in writing to the Seller fix a final reasonable time for delivery, stating his intention to terminate the contract if delivery is not made within that time.

If delivery does not take place within this final deadline, the Buyer shall be entitled to cancel the contract by written notice to the Seller.

If the delay is of significant importance to the Buyer or it is clear that such delay will occur, the Buyer shall be entitled to terminate the contract immediately by written notice to the Seller.

11. If the Buyer cancels the contract in accordance with Clause 10, he shall be entitled to compensation from the Seller for the additional costs incurred by him in disposing of similar equipment/product from another party.

In addition, the Buyer shall not be entitled to any compensation for the Seller's delay.

If the Buyer does not cancel the contract, he shall - unless otherwise agreed - not be entitled to any compensation for the Seller's delay.

Payment options

12. Unless otherwise agreed, payment is due 8 days after delivery and dispatch of invoice.

If the buyer fails to receive the material/product on the agreed date, payment shall nevertheless be made as if delivery had been made in accordance with the agreement.

13. If the Buyer fails to pay on time, the Seller shall from the due date be entitled to interest on arrears at the interest rate applicable under the legislation on interest on late payment in the Seller's country. However, in this case Denmark, the default interest rate shall be the officially determined discount rate plus 9 percentage points.

14. If the Buyer has not paid the amount due after three months, the Seller shall be entitled to cancel the contract by written notice to the Buyer and, in addition to default interest, to claim compensation from the Buyer for the loss he has suffered. The compensation shall not exceed the agreed purchase price.

Retention of title

15. The material/product remains the Seller's property until payment has been made in full.

Responsibility for defects

16. The Seller undertakes to deliver new equipment/product within a period of one year from the date of delivery as a replacement for equipment/product that is defective due to faulty design, material or manufacture

17. Complaints regarding defective equipment/product must be made in writing and without undue delay and no later than 8 days after receipt. If the buyer fails to do so, he forfeits the right to replacement delivery in accordance with clause 16.

For deliveries intended for installation in buildings, complaints cannot be made after installation has taken place.

18. If the Seller does not deliver replacement material/product within a reasonable time after the Buyer has complained in accordance with clause

17, the Buyer shall be entitled to cancel the contract by written notice to the Seller in respect of the defective part of the goods/product.

If the buyer cancels the contract, he shall be entitled to claim compensation from the seller for the additional costs he has incurred in acquiring similar equipment from another party.

19. The Seller shall have no liability for defects or for failure to provide a replacement material/product beyond what is prescribed in clauses 16 and 18.

This applies to any loss caused by the defect, including operating loss, loss of profit and other consequential financial losses. This limitation of the Seller's liability shall not apply if he is guilty of gross negligence.

Product liability

20. Each party shall be liable for its own acts and omissions in accordance with applicable law, subject to the limitations set out in the Contractual Basis.

The Seller is liable for product liability with regard to delivered products to the extent that such liability follows from mandatory legislation. The buyer shall indemnify the seller, in the mutual relationship, for any liability for damage that may be associated with the seller's deliveries.

The Seller is only liable for commercial property damage if it is established that the damage is due to the Seller or others for whom the Seller is responsible having made errors that should not have been prevented by the Buyer's inspection of the delivered product.

In all cases, the Buyer shall indemnify the Seller against liability in the mutual relationship, unless otherwise follows from the present contractual basis.

In no event shall the Seller be liable for operating losses, loss of profits or other consequential financial losses.

The aforementioned limitations on the Seller's liability shall not apply if the Seller is guilty of gross negligence.



If a third party makes a claim against one of the parties for liability under this clause, that party shall immediately notify the other party thereof.

24. All legal issues arising from the agreement shall be governed by Danish law.

The Seller and the Buyer are mutually obliged to allow themselves to be sued before the court or arbitration centre that deals with claims for damages brought against one of them due to damage or loss allegedly caused by the delivered equipment/product. However, the mutual relationship between the buyer and the seller shall always be settled by arbitration in accordance with Clause 23.

Exemption from liability (force majeure)

21. The following circumstances shall give rise to exemption from liability if they prevent performance of the agreement or make performance unreasonably onerous: labour disputes and any other circumstances beyond the control of the parties, such as fire, war, mobilisation or military call-ups of similar scope, requisition, requisitioning, occupation, currency restrictions, riots and disturbances, lack of means of transport, general shortage of goods, restrictions on motive power and defects or delays in deliveries from sub-suppliers caused by any of the circumstances mentioned in this clause.

Circumstances as mentioned above shall only lead to exemption from liability if their influence on the fulfilment of the contract could not be foreseen when the contract was concluded.

22. It is the responsibility of the party wishing to invoke any defence referred to in Clause 21 without delay to notify the other party in writing of its occurrence and termination.

If a ground for discharge does not cease within 3 months, either party may terminate the agreement by written notice to the other party.

Disputes. Choice of law

23. Disputes arising out of or in connection with the agreement and anything related thereto shall not be subject to judicial review but shall be settled by arbitration in accordance with the statutory rules on arbitration applicable in Denmark.