

ALMINDELIGE SALGS- OG LEVERINGSBETINGELSER for Schmolz+Bickenbach A/S, Kystvejen 52, 9400 Nørresundby

1. LEVERINGSVILKÅR

Enhver ordre eller leverance udføres på grundlag af nedenstående betingelser, medmindre andet er skriftligt aftalt. Købers eventuelle betingelser gælder således kun, hvis de er skriftligt godkendt af sælger.

2. TILBUD, ACCEPT OG PRISREGULERING

Tilbud er kun bindende mod omgående accept, medmindre andet er anført i tilbuddet. Oplysninger i kataloger og lign. er kun vejledende. Priser angives excl. moms. Regulering af tilbudte eller aftalte priser forbeholdes i tilfælde af, at der sker ændringer i offentlige afgifter og toldsatser, fragt- eller forsikringsomkostninger, valutakursændringer på mere end 2 % eller overenskomstsmæssige lønstigninger.

3. BETALINGSBETINGELSER

Sælgers betalingsbetingelser fremgår af sælgers ordrebekræftelser og fakturaer. Er andet ikke aftalt, skal betaling ske på den deri angivne forfaldsdato. Ved for betaling skal sælgers tilgodehavende, i mangel af anden angivelse, forrentes med 1.5 % pr. påbegyndt måned. Manglende betaling anses som væsentlig misligholdelse af aftalen, der berettiger sælger til at standse ikke gennemførte leverancer og forlange ethvert udestående, forfaldent såvel som uforfaldent, betalt straks.

4. EJENDOMSFORBEHOLD

Ejendomsretten til de solgte varer forbliver hos sælger, indtil den fulde købesum er betalt uden indsigelse. Indtil fuld betaling er sket, er køber forpligtet til så vidt muligt at holde de leverede varer adskilt fra andre varer og bevare sælgers mærkning af varerne.

5. LEVERINGSBETINGELSER

Hvis ikke andet er anført i ordrebekræftelsen eller skriftligt aftalt, sker levering af sælgers adresse (ex works) i henhold til de til enhver tid gældende INCOTERMS. Ret til dellevering forbeholdes. Forsen-

delse sker på købers regning og risiko, medmindre anden aftale træffes. Dersom sælger ikke har accepteret særlig instruks med hensyn til transport, er sælger berettiget til at vælge transportformen.

6. LEVERINGSTID

Hvis levering ikke er sket til den aftalte tid, har køber først ret til at ophæve aftalen, hvis levering ikke er sket inden for en af køber fastsat rimelig frist, som er meddelt sælger skriftligt med angivelse af købers hensigt om ophævelse af aftalen, såfremt levering ikke sker inden for den fastsatte rimelige frist.

Såfremt køber ikke ophæver aftalen, har køber ingen ret til erstatning i anledning af forsinkelsen. Såfremt køber ophæver aftalen, har køber alene ret til erstatning for direkte og rimelige meromkostninger forbundet med foretaget dækningskøb af tilsvarende varer. Sælger er uden ansvar for indirekte skader og tab, følgeskader, driftstab, avancetab eller andet lignende tab beroende på forsinket levering.

Sælger er uden ansvar for forsinkelser grundet force majeure eller andre omstændigheder, som rimeligvis ikke kunne forudses. I tilfælde af sådanne forsinkelser forbeholder sælger sig ret til helt eller delvist at annullere aftalen eller udskyde leveringstidspunktet med en efter omstændighederne rimelig frist ud over den i aftalen fastsatte leveringstid.

Under force majeure henhører f.eks. mangel på råvarer, fejlløseleverance eller svigtende eller forsinket levering fra sælgers leverandører, strejke og lock-out, svigt i forsyningerne af energi og vand, trafikale forstyrrelser, nedbrud på maskiner, værktøj og EDB-faciliteter, brand, krig, mobilisering, valutarestriktioner, blokade, politiske uroligheder, myndighedsindblik af forskellig art såsom ved beslaglæggelse, eksport- og importforbud, sabotage og hærværkshandlinger rettet mod sælgers leveringsfaciliteter samt andre dermed ligestillede forhindringsforhold uden for

sælgers kontrol.

7. VARENS SPECIFIKATION

Sælgers angivelse af varens specifikation og benævnelse i tilbud, ordrebekræftelse eller andet dokument sker alene til identifikation af varetypen. Sælger er uden ansvar for, om varer af den pågældende specifikation er egnet til det af køber tilsigtede anvendelsesformål. Køber bærer ansvaret for valg af specifikation, og sælger yder ingen rådgivning om varens anvendelighed til bestemte anvendelsesformål.

8. ANSVAR FOR MANGLER

Sælger vil til enhver tid bestræbe sig på at sikre, at de leverede varer er af sædvanlig kvalitet i overensstemmelse med branchens normer og sædvaner. Køber skal tale kvantumafvigelse på +/- 10 %, og ved køb i vægt garanteres ikke for stykantal. Det påhviler køber at undersøge de leverede varer straks ved modtagelsen. Reklamationer over mangler skal fremsendes skriftligt senest 8 dage efter modtagelsen og være ledsaget af dokumentation for de påberåbte mangler ved leverancen.

Ved tvist om mangler skal stikprøvekontrol i henhold til DS/ISO 2859-1 efter "Acceptable Quality Limit (AQL)" være afgørende for reklamationens berettigelse. Såfremt der skulle kunne påvises mangler ved leverede varer, påtager sælger sig efter sit valg:

- at ombytte varerne ved levering af nye tilsvarende og mangelfrie varer til køberen,
- at udbede varerne,
- at kreditere køberen for de mangelfulde varer mod returnering af disse,
- at yde køberen et afslag i prisen for varerne efter nærmere forudgående aftale.

Sælgers ansvar for mangelfulde varer ophører 2 år fra varens overgivelse til køber.

Sælger er uden ansvar for indirekte skader

og tab, følgeskader, driftstab, avancetab eller andet lignende tab beroende på mangler ved leverancen.

Sælger hæfter ikke for fejl og mangler, der kan tilskrives fejlagtig behandling, befordring, opbevaring, montage af de leverede varer, eller for fejl i øvrigt, der skyldes, at køber har anvendt varerne til et formål, hvortil de ikke er egnede.

9. PRODUKTANSVAR

Skader på købers eller tredjemands erhvervsmæssige ejendom, der forvoldes af defekter ved sælgers varer, er kun omfattet af sælgers ansvar, såfremt det godtgøres, at skaden skyldes fejl eller forsømmelse hos sælger eller hans folk.

Sælger er i ethvert tilfælde af produktansvar uden ansvar for indirekte skader og tab, følgeskader, driftstab, avancetab eller andet lignende tab.

Sælgers ansvar for produktskader kan aldrig overstige 2 mio. kr. Rettes der fra tredjemands side produktansvar mod sælger, har køber pligt til at friholde sælger for krav ud over 2 mio. kr., og køber er i så fald pligtig til at lade sig sagsøge ved samme domstol, som sælger måtte være blevet indbragt for.

Såfremt køber er producent i henhold til § 4, stk. 1 i Lov om produktansvar gælder erstatningsbegrænsningen på 2 mio. kr. også i forhold til skader omfattet af lov om produktansvar, jf. herved lov om produktansvar § 11, stk. 2.

Sælgers produktansvar ophører 2 år efter, at varerne er overgivet til køber.

10. VÆRNETING OG LOVVALG

Enhver tvist skal afgøres efter dansk ret ved Sø- og Handelsretten i København. Ved aftaler med parter hjemmehørende i udlandet kommer lov nr. 733 af 7. december 1988 om Den Internationale Kobelov til anvendelse med de ændringer, der følger af nærværende almindelige salgs- og leveringsbetingelser.

General Terms of Sale and Delivery for Schmolz+Bickenbach A/S, Kystvejen 52, 9400 Nørresundby, Denmark

1. VALIDITY

These sales and delivery terms are valid for all offers, sales and deliveries between the seller and the purchaser unless otherwise agreed in writing. Conditions made by the purchaser are only applicable if previously accepted in writing by the seller.

2. OFFERS, ACCEPTANCE AND PRICE ADJUSTMENT.

Offers made by the seller must be accepted immediately unless otherwise stipulated. Data in catalogues and other sales material from the seller are for information purposes only and do not constitute binding offers. Prices are exclusive of VAT. The seller reserves the right to adjust offers given or prices agreed in case of changes in taxes and duties, customs rates, transportation and insurance costs, changes in currency rates exceeding 2 percent, or increases in contractual labour costs.

3. PAYMENT

Payment terms are stated in the seller's order confirmations and invoices, and payment shall be made accordingly, if not otherwise agreed. In case payment is not effective on the date of payment, the outstanding sum will carry interest from the payment date with an interest rate of 1.5 percent per month, starting each month. If payment is not made on the date of payment, the purchaser shall be in default and the seller shall be entitled to cancel or postpone all outstanding orders, and to demand immediate payment from the purchaser of all outstanding debt whether due or not.

4. RESERVATION OF TITLE

The title to the goods belongs to the seller until the full purchase sum is paid to and received by the seller without any reservation on the part of the purchaser. Until full payment has taken place, the purchaser is obliged to, as far as possible, to separate the goods from other goods and to preserve the seller's markings on the goods purchased.

5. DELIVERY

Unless otherwise stated in the order confirmation, or agreed in writing, the delivery will be Ex Works from the address of the seller

and subject to the Ex Works Clause of the INCOTERMS applicable at the time of the purchase agreement.

The seller is entitled to make partial deliveries.

Transportation costs and transportation risks are on the part of the purchaser unless otherwise agreed. If no other instruction is agreed upon, the seller will choose the means of transportation.

6. DELIVERY TIME

If delivery is not made at the agreed time, the purchaser is entitled to cancel the agreement if the delivery is not made within a reasonable time period set by the purchaser, and the purchaser has stated his intention in writing to the seller that he intends to cancel the agreement if the delivery does not take place within the reasonable time period.

If the purchaser does not cancel the agreement, the purchaser is not entitled to claim any compensation due to the delay. If the purchaser cancels the agreement, the purchaser is only entitled to compensation for direct and reasonable extra costs as may be imposed on him by reason of his purchase of similar goods. The seller is not liable for indirect damages or losses, consequential damages or losses, losses of business operation or commercial profits or any other similar losses due to delayed delivery.

The seller is not liable for any delays due to circumstances of the nature of force majeure, or circumstances beyond his reasonable control. In case of such delays, the seller is entitled to cancel the agreement, wholly or in part, or extend the delivery time with a reasonable time period based on the circumstances.

Force majeure covers, though not only, the following circumstances: unavailability of raw materials, faulty, irregular or delayed delivery on the part of the seller's suppliers, strikes and lockouts, interruptions in or suspended supply of energy or water, traffic disturbances, malfunction or breakdown of machinery, tools and computer systems, fire, war, mobilisation, restrictions in exchange of currencies, blockades, political unrest, government measures of various sort such as seizure of property, exportation and importation bans, sabotage

and destructive actions targeting the seller's delivery systems, and similar impediments beyond the seller's control.

7. THE SPECIFICATION OF THE GOODS

The seller's statements concerning the specification and naming of the goods in offers, order confirmations or other documents are for identification purposes only. The seller has no liability as to whether the goods specified are suitable or fit for the purpose of use intended by the purchaser. The purchaser is responsible for the choice of specification; the seller does not give advice concerning the issue of suitability, fit-for-purpose, or applicability of the goods for the purposes of use of the purchaser.

8. CONFORMITY OF THE GOODS

The seller will do his best to ensure that delivered goods are in conformity with the standards or specifications of good manufacturing practise within the industry. The purchaser shall tolerate quantity deviations of +/- 10 percent; if the purchase is based on weight, the seller has no responsibility for the number of units.

It is the responsibility of the purchaser to inspect the delivery immediately upon reception.

Complaints, in order to be valid, shall be made in writing at the latest 8 days after the delivery date and be supported by documentation of the complaints in question. Disputes concerning complaints shall be resolved by spot testing under DS/ISO 2859-1 according to "Acceptable Quality Limit (AQL)".

If complaints concerning the goods prove justified, the seller, at his own option, can offer the following solution:

- to exchange the goods for new ones,
- to repair the goods,
- to credit the goods upon their return,
- to give the purchaser a reduction in the price according to a special agreement.

The seller's liability for non-conforming goods expires 2 years from the time of delivery to the purchaser.

The seller is not liable for indirect damages or losses, consequential damages or losses, losses of business operation or commercial

profits or any other similar losses following the non-conformity of goods delivered.

The seller is not liable for problems attributable to misapplications, transportation, storage, assembling or for any fault or damage caused by applying the goods in a purpose outside their intended use.

9. PRODUCTS LIABILITY

The seller is only liable for damage to the purchaser's property, or any third party's property, if proven to be due to negligence on the part of the seller or from someone for whom the seller is responsible.

The seller is not liable for indirect damages or losses, consequential damages or losses, losses of business operation or commercial profits or any other similar losses.

The seller's products liability shall at all times be limited to the sum of 2 million Danish Kroner. If a third party raises a products liability claim against the seller, the purchaser is obliged to compensate the seller for any amount under such a claim exceeding the sum of 2 million Danish Kroner. The purchaser is obliged to let himself be subject to litigation at the same court and jurisdiction where litigation against the seller takes place.

If the purchaser is a producer as defined in § 4, section 1 in the Danish Law on Products Liability (based on the European Community's Products Liability Directive of 25th of July 1985) the limitation of liability of 2 Million Danish Kroner shall also apply in case of damage covered by that law (see § 11, section 2).

The seller's products liability expires 2 years from the time of delivery to the purchaser.

10. APPLICABLE LAW AND COMPETENT JURISDICTION

Any dispute between the parties shall be settled according to the laws of Denmark and by The Maritime and Commercial Court in Copenhagen. If the purchaser is not domiciled in Denmark The United Nations Convention on Contracts for the International Sale of Goods (CISG) as implemented in Danish law and as modified or derogated by these General Terms of Sale and Delivery shall apply.