

Terms and Conditions of Sale and Delivery

1. APPLICATION			
1.1	The following Terms and Conditions of Sale and Delivery are applicable to all deliveries from Alfred Priess A/S (hereinafter "the Seller") to the customer (hereinafter "the Purchaser"), unless otherwise expressly specified.	6. RIGHT OF OWNERSHIP 6.1	The Seller retains the right of ownership to the sold goods until payment has been made.
1.2	Unless otherwise stated in these present Terms and Conditions of Sale and Delivery, the international Convention on Contracts for the International Sale of Goods (CISG) will apply.	7. FORCE MAJEURE 7.1	In the event of force majeure as a result of strike, lockout, fire, flooding, serious machine damage, comprehensive disruptions to operations, state of war, import and export bans, embargo, actions by the administrative authorities, ice obstruction, breakdown and wreckage, transport delays, missing or incorrect delivery from subcontractors, lack of raw materials or energy, or other events over which the Seller has no control, the Seller is entitled to delay or cancel execution of an order. The Purchaser cannot claim compensation for damages in the event of either delayed order execution or cancellation or present any other claims against the Seller.
2. QUOTE AND ACCEPTANCE			
2.1.	Only written quotes are valid in regard to the Seller. Quotes are valid for 30 days. All quotes are non-binding and conditional on subsequent acceptance in the form of an order confirmation. It is the Purchaser's responsibility to check the order confirmation on receipt, and no later than three working days after receipt of the order confirmation, and before commencement of production of the delivery or before shipping, to send a written notification via e-mail regarding any errors/deficiencies in the order confirmation. An additional administration fee of EUR 70 will be charged for any changes to invoices after these have been issued.	8. COMPLAINTS AND OBSOLESCENCE 8.1	The Purchaser is obligated to inspect delivered goods immediately after receipt.
3. PRICES			
3.1	The listed prices are based on the applicable prices and costs at the time of the quote/order confirmation, including material prices, salaries and other production costs. Changes to the listed prices and costs, also including amended or new taxes and duties, up to delivery entitle the Seller to adjust the quoted/confirmed prices correspondingly.	8.2	Complaints must be presented in writing and for visible deficiencies, and deficiencies that should have been discovered during the Purchaser's inspection of the goods, cf. point 8.1, no later than eight days from the invoice date or delivery date, if this is later. In other situations, the complaint must be made no later than eight days after the Purchaser became aware of the conditions giving rise to the complaint.
4. PAYMENT			
4.1	Payment shall be made net in cash within 14 days. With late payment, interest shall accrue from the date the payment was due at 2% per running month.	8.3	For all products produced by the Seller, the Seller issues a 12-month warranty on work and material faults that are not a result of normal wear and tear, calculated from the delivery date. The warranty is only applicable on the condition that the product has been correctly assembled in accordance with the Seller's assembly instructions and generally recognised practice.
4.2	If the Purchaser breaches the payment terms, the Seller is entitled to cancel its fulfilment of all other orders from the Purchaser. If the residual amount is not paid within an additional short deadline set by the Seller, the Seller is entitled to terminate all agreements entered with the Purchaser.	8.4	The Seller's liability for deficiencies, cf. points 9.2 and 9.3 are otherwise void if the Seller does not receive the complaint from the Purchaser within one year from delivery of the goods.
4.3	The Purchaser is neither entitled to withhold any part of the invoiced amount nor set off any part of the invoiced amount, unless the Seller has agreed to this in writing.	9. LIABILITY 9.1	In the event of delay that can be attributed to the Seller, the Seller is liable to compensate the Purchaser's documented losses as a result of the delay in accordance with the general rules under Danish law. No compensation is paid however for any of the Purchaser's potential operating losses, loss of profit or other indirect losses, including losses as a result of the Purchaser's legal relationship to third parties, compensation is also limited such that the compensation can never exceed the agreed purchase amount for the delayed goods.
4.4	Orders under EUR 400 excluding VAT will be subject to a handling fee of EUR 70 excluding VAT.		
4.5.	The Seller reserves the right to demand a payment guarantee, or advance payment before delivery.		
5. DELIVERY AND DELIVERY TIMES			
5.1	Delivery of goods from the Seller occurs pursuant to INCOTERMS 2010 EX WORKS the Seller's address in Vinderup. Goods are delivered in standard packaging.	9.2	If any deficiencies occur with the delivery for which the Seller can be held liable, the Seller is entitled, at its own choice, to carry out repairs or redelivery, if this can occur no later than 30 days after the Purchaser has submitted a punctual, written complaint to the Seller regarding the relevant deficiency in such a way that the Seller is able to make a decision on whether the Seller wants to repair or redeliver. If the Seller undertakes repairs or redelivery, the Purchaser is not entitled to raise any claims against the Seller as a result of the noted deficiencies. If the Seller does not perform repairs or redelivery, the Seller is obligated to pay compensation in accordance with the general rules under
5.2	The delivery time is calculated from the day on which the Seller receives complete information on execution of the order, including all necessary technical details and formalities.		
5.3	All delivery dates are approximate. A delay can never be significant before at least 30 days have passed from the agreed delivery date.		
5.4	A separate fee is charged for delivery on EU pallets. Pallets are accepted for return at 85% of the price charged.		
5.5	Upon delivery and assembly, it is assumed		
			Danish law. No compensation is paid however for any of the Purchaser's potential operating losses, loss of profit or other indirect losses, including losses as a result of the Purchaser's legal relationship to third parties, and compensation is limited to an amount corresponding to the costs for repairing deficiencies in the delivered goods, although to a maximum amount corresponding to the agreed purchase sum.
		9.3	The Seller cannot be held liable for losses, expenses or costs linked to stocking, reordering, repairing, removing or making corresponding arrangements for deficient products or products in which the Seller's products are a component.
		9.4	The Seller indemnifies itself from all product-liability that does not originate from the statutory rules in the Danish Product Liability Act. With particular emphasis that the Seller is not liable for operating losses, loss of profit or other indirect losses, including losses as a result of the Purchaser's legal relationship to third parties. To the extent the Seller must assume product liability in relation to third parties, the Purchaser is obligated to indemnify the Seller to an extent equivalent to the Seller's limited liability under that stated above. The Purchaser is obligated to allow action to be brought in the same court of law as product liability cases against the Seller.
		10. RETURN GOODS 10.1	Goods can only be accepted for return after prior written agreement with the Seller. The standard deduction for handling and administration is -30%, unless otherwise agreed. Returns occur at the Purchaser's cost and risk.
		11. DRAWINGS AND DESCRIPTIONS 11.1	All information on weight, dimensions, capacity, price, technology and other data specified in catalogues, data sheets, adverts, image material and price lists is approximate, and is only binding to the extent it is expressly referenced.
		11.2	All submitted drawings and descriptions remain the Seller's property and may not be copied, reproduced, forwarded to or in any other way made known to a third party without permission.
		12. TESTING 12.1	Some of the Seller's products will be inspected and standards tested at the Seller's factory before shipping, and the test certificate for such products is enclosed on request. For other products, the Seller can conduct and enclose a completed test report against payment.
		13. ARBITRATION AND CHOICE OF LAW 13.1	Any dispute that may occur in connection with these terms and conditions of sale and delivery, and which may generally arise between the Purchaser and Seller, including disputes regarding the existence or validity of agreements, shall be settled through arbitration by the Danish Institute of Arbitration according to the rules adopted by the Danish Institute of Arbitration on this in force at the time of entering the arbitration case. Danish law, with the exception of the Danish international rules on selection of law, is applicable in all disputes between the Purchaser and Seller.