

TERMS OF SALE AND DELIVERY

Terms of sale and delivery for Newtronic ApS

We often make individual agreements with our customers, but these are our general terms of sale and delivery that are valid if no other agreement has been made.

1. Introduction.

1.1. Unless otherwise stated in imperative legislation or in a written agreement, any sale / any delivery by Newtronic (from hereon NT) is made on the below terms of sale and delivery that precede any terms in the buyer's order/accept, including buyer's general terms.

2. Offer, order confirmation and prices.

2.1. Offers expire after 1 month, if nothing else is stated.

2.2. Final agreement on delivery is not made until the buyer receives NT's written order confirmation and only the content of this is binding for NT.

2.3. Information in catalogues, brochures, price lists etc. are only binding when these are explicitly stated in the offer or the order confirmation.

2.4. The products are CE marked which does not excuse the fitter from making a CE marking of the total installation.

2.5. NT is also not responsible for any products not being consistent with applicable norms, circulars or guides unless these are explicitly mentioned in the offer and/or order confirmation.

2.6. All offers are ex. VAT and other expenses e.g. delivery, installation and operation expenses.

2.7. If the buyer requests that the delivery is postponed from the agreed time of delivery NT is entitled to regulate the price to match the list prices applicable at the new time of delivery without this being a valid reason for the buyer to cancel the order.

2.8. Prices are valid from NT's stock unless otherwise agreed.

2.9. Any given freight rates are non-committing for NT. Changes in freight rates and public charges of any kind that occur after NT's order confirmation are carried by the buyer.

2.10. A small-order supplement of DKK 525 ex VAT is added to all orders under DKK 2000 ex VAT.

3. Payment and property reservation.

3.1. Unless otherwise stated in writing on offer and/or order confirmation payment is due within 14 days from the invoice date that is also the delivery date. If payment is not received in due time an interest of 2% incl. VAT of the unpaid amount is added each month. Added interests are due immediately and is paid prior to all other debt.

3.2. If payment is not received on time of delivery NT is entitled to keep all further deliveries to the buyer regardless of any connection between the deliveries without this adding any liability to NT. NT is also entitled to demand cash payment.

3.3. The products remain property of NT until payment has been received.

4. Delivery.

4.1. Delivery is made from NT's stock unless otherwise agreed.

The delivery date stated in the order confirmation is binding unless otherwise is later agreed.

4.3. If the buyer refuses to receive the products even though NT has made them available for the buyer

the buyer thereby accepts that NT is entitled to either:

- a) Sell the products and cash in the price and expense difference from the buyer, or
- b) Maintain the purchase with the buyer in which case the buyer is liable for the invoice price and stock costs of the products.

4.4. The risk of termination of the products lies with the buyer from the time the buyer's conditions determine that delivery cannot take place.

4.5. The buyer cannot claim compensation on the base of delay unless the buyer is able to document that the delay is caused by mistakes and neglect by NT.

4.6. NT is entitled to completely or partly cancel the order or delay delivery if delivery is impossible because of force majeure or equal conditions such as war, natural disasters, strikes, lock-out, fire, malfunction, raw material shortage, labor shortage, government intervention of any kind, import- and execution ban and transportation difficulties without proving the influence of this on the execution of the order.

4.7. On certain products an over delivery of +/- 5 pc or 5% must be expected.

5. Complaints and NT's responsibilities regarding product insufficiencies.

5.1. Any complaints must be filed in writing.

5.2. The buyer is obligated to carry out acceptance testing and to immediately and no later than 8 days after receiving the product file any complaints about deficiencies that can or should be noticed at such an acceptance testing.

5.3. Complaints about deficiencies that cannot or should not be detectable at buyer's acceptance testing must be filed no later than 8 days after the deficiencies have been detected or should have been detected. If not, the buyer cannot claim compensation.

5.4. NT's responsibility for the delivery ends no later than two years after delivery.

5.5. NT's responsibility is limited to delivery of new, unimpaired product/spare part. NT is entitled but not obligated to repair the product if NT finds it appropriate. NT can also choose to pay a compensation of no more than the invoice price of the delivered deficient product.

5.6. NT is not responsible for labor costs, scaffolding, requirements etc. for exchange of the product/spare part.

5.7. In case of delivery of a smaller amount than agreed, NT is entitled to carry out after delivery on NT's normal terms as quickly as possible and at the same price, if NT is able to retain such a delivery at the same terms from NT's supplier.

6. Responsibility in relation to drawings, counselling etc.

6.1. If NT has made drawings, diagrams or otherwise provided counselling the contents of these are only to be considered suggestions and the buyer carries the full responsibility for ensuring that the presupposed solutions are useful and appropriate for the buyer's intended use of the delivery.

7. NT's further responsibility.

7.1. NT can in no way be held accountable for operation loss, profit loss or other indirect losses.

7.2. NT is also not responsible for any loss that is directly or indirectly caused by conditions beyond NT's control e.g. war, natural disasters, strikes, lock-out, fire, malfunction, raw material shortage, labor shortage, government intervention of any kind, import- and execution ban and transportation difficulties.

7.3. If nothing else is stated in mandatory legislation about product responsibility NT is only responsible for any damage caused by the sold product if mistakes or neglect by NT can be documented.

7.4. NT's responsibility for physical damages is limited to DKK 50,000.

8. Disputes - jurisdiction.

8.1. In case of disputes about the contractility of the delivery NT is entitled to choose whether the dispute is to be settled by arbitration or in court.

8.2. If the dispute is taken to court, it must be brought to the court of Horsens regardless of where the buyer lives or resides.

8.3. If the dispute is settled by arbitration each party chooses an arbitrator, as the chairman of the arbitration is appointed by the president of the High Court of Western Denmark. In case one party has not chosen an arbitrator 14 days after NT's notice on choice of arbitrator, an arbitrator is appointed by the president of the High Court of Western Denmark. The arbitration is carried out in Horsens and decides the outcome of the dispute.

