

Sales and Delivery Terms

for deliveries from

Fornæs ApS
Rolshøjvej 12-16
DK - 8500 Grenaa

The sales and delivery terms below are applicable to any delivery and any sale from Fornæs ApS, unless otherwise agreed by the parties. These sales and delivery terms take precedence over any conflicting or inconsistent provisions in purchasers' orders/acceptance, including any purchaser's general terms.

1. Offers and order confirmation:

Any offer from Fornæs ApS expires after 14 days, unless a different deadline is specified in the actual offer. A definitive agreement between the customer and Fornæs ApS is regarded as having been entered into when the purchaser receives Fornæs ApS' written order confirmation, and only the content of the order confirmation is binding to Fornæs ApS.

2. Prices:

All sales are at prices applicable on the delivery date, unless otherwise agreed in writing. The prices are applicable ex works Fornæs ApS, unless otherwise agreed in writing. All prices are exclusive VAT. Issued pricelists are non-binding and may be changed at any time without notice.

Reservation is made for price increases from Fornæs ApS' suppliers. Any specified freight rates are non-binding. Changes to freight rates or official charges of any kind that occur after Fornæs ApS' order confirmation must be borne by the purchaser.

Prices in foreign currency are based on the standing rate of exchange of the date of the given estimate. In case the rate of exchange is altered before payment, Fornæs ApS will adjust the price accordingly.

3. Delivery:

The date of delivery stated in the order confirmation is binding, unless subsequently agreed otherwise in writing. If nothing else has been arranged, shipment will take place according to Fornæs ApS' directions. In cases where shipment has been agreed, shipment up to 1 week before or 1 week after the stated shipment date in every respect is deemed punctual shipment

Fornæs ApS is entitled to postpone delivery in the event of force majeure.

4. Payment:

If nothing else is expressly stated in our order confirmation or invoice, payment is made according to Fornæs ApS' applicable general sales terms, which is PIA (payment in advance).

If other payment terms are agreed:

The purchase price is payable from the agreed delivery date if the purchaser's circumstances may result in delivery to or receipt by the purchaser not being able to proceed as agreed.

Is the amount not paid within 31 days after the last payment date default interests will be added that at any time is determined by the National Bank's current lending rate plus an extra charge of 7 %. Accrued interest is payable immediately, and any payment is written off accrued interest, and the earliest accrued interest, first. The actual debt is only written off once all outstanding interest has been paid.

In the event of legal debt collection, Fornæs ApS is entitled to charge collection charges over and above what is shown in executive order 601 of 12 July 2002 regarding out-of-court collection charges.

5. Limitation of liability:

If, after issuing of the order confirmation, circumstances of any kind arise that prevent punctual delivery or result in deficient delivery, and that are not specifically due to negligence or failure on the part of Fornæs ApS, including force majeure cf. section 11, Fornæs ApS is exempt from liability for fulfillment of the contract.

In the event of deficiencies due to errors or negligence on the part of Fornæs ApS, compensation will be paid according to the general rules of Danish law. Indirect losses: operating losses, loss of profit, day fines and similar will not be compensated.

6. Cancellation or changes to orders:

Cancellation of, or changes to, an order can only take place with written acceptance from Fornæs ApS. In the event of cancellation or changes to orders, Fornæs ApS reserves the right to demand full payment as agreed.

7. Return policy:

Delivered items can only be returned, after written agreement between the customer and Fornæs ApS. Return of items (agreed) will be credited with a deduction of minimum 200 EURO or 20 % of the selling price exclusive VAT. The items are going to be sent carriage paid to our stock.

8. Guarantee:

Fornæs ApS does not provide a guarantee on product deliveries, but refer to point 9 for complaints regarding deficiencies.

9. Deficiencies/complaints:

Immediately on receipt and before commissioning, processing or resale of materials the purchaser must examine these for the purpose of checking for any deficiencies. Complaints about deficiencies (including variations in quantity) that are or should have been discovered by such checks must be submitted immediately and no later than 8 days after delivery of the goods. Notification of defects submitted after this deadline is forfeit.

If deficiencies are discovered for which Fornæs ApS is responsible, and which cannot be regarded as negligible, the purchaser is entitled to cancel the purchase agreement for the delivery in question, unless Fornæs ApS undertakes replacement delivery without undue delay. If the purchase is cancelled due to deficiencies, the purchaser is obliged to make the delivered items available to Fornæs ApS in the same condition as when they were delivered.

If the delivery is too small, Fornæs ApS is entitled to undertake subsequent delivery on normal sales and delivery terms, including unchanged price. Fornæs ApS does not accept any liability for damages owing to such varied deliveries.

10. Responsibility for product liability:

As the seller, Fornæs ApS is only liable for damage caused by goods sold if it can be documented that the damage is due to a mistake made by Fornæs ApS, but cannot be held liable for operating losses, loss of profit or other indirect losses, cf. section 5.

11. Force Majeure:

Fornæs ApS is exempt from liability for deficiencies or delayed fulfillment of agreements resulting from force majeure, war, riots, civil disturbances, government intervention or intervention by official authorities, fire, strikes, lock-out, export and/or import bans, non-delivery or defective deliveries from sub suppliers, shortage of labour, fuel or power, or any other cause outside the control of Fornæs ApS, and which is certain to delay delivery of the items sold.

12. Reservation of ownership:

Right of ownership to the item sold remains with Fornæs ApS until the full purchase price has been paid, and consequently, until that point, the purchaser is not entitled to sell, mortgage, hire out, lend, give away, deposit or in any other similar way dispose of the delivered goods.

13. Disputes:

Any dispute between the parties will be settled, unless otherwise expressly agreed, in the ordinary courts in Grenaa/by Vestre Landsret, wherever Fornæs ApS may have its venue, and with the application of Danish law, regardless of where the purchaser lives, is residing or runs their business. CISG and Danish International Private Law Regulations are not applicable.