

General Terms and Conditions of  
Sale and Delivery  
Baumer A/S





## General Terms and Conditions of Sale and Delivery

### 1.0 General terms.

- 1.1 The following general terms and conditions of sales and delivery shall apply to Baumer A/S (BADK) unless otherwise agreed in writing, which other terms shall then apply only to the specific agreement concerned.
- 1.2 The terms deviate from among other things the rules of the Danish Sales of Goods Act, which shall therefore only be applicable where the parties have agreed nothing else

### 2.0 Quotations and acceptance

- 2.1 All prices stated in quotations and order confirmations shall be exclusive of VAT.
- 2.2 BADK makes reservations for any misprints, miscalculations or other errors in quotations made.
- 2.3 The period within which acceptance must be given of quotations made by BADK shall be 60 days from the date of the quotation. BADK reserves the right – within the 60-day period -to withdraw quotations not yet accepted.
- 2.4 A final agreement on a purchase/sale shall not be considered made until the buyer has received BADK's order confirmation.
- 2.5 In the event that any outside circumstances should lead to price increases of minimum 5% of the overall price of a quotation or order, BADK reserves the right to adjust the invoiced price accordingly.

### 3.0 Sales and product information

- 3.1 All information given in product data sheets, brochures and price lists shall be binding only to the extent that express reference is made thereto in an order confirmation.
- 3.2 It shall not be allowed to copy or reproduce quotations, drawings, descriptive material and the like or to bring these to the knowledge of any third party without BADK's acceptance.
- 3.3 BADK shall retain all rights to drawings, descriptive material and the like, which are made available to the buyer before as well as during and after the conclusion or lapse or termination of the agreement.

### 4.0 Delivery

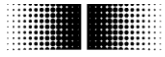
- 4.1 Delivery will be effected Ex Works (Please refer to current Incoterms).
- 4.2 Any other term of delivery agreed shall be interpreted according to the Incoterms in force as at the entering of the agreement. Irrespective of the term of delivery agreed, the buyer shall always bear the risk during transportation, also in case delivery has been agreed carriage-paid.
- 4.3 If BADK has received no written instructions concerning means of transportation and/or transport route, BADK will decide hereon to the best of its judgment.

### 5.0 Packaging

- 5.1 All prices are exclusive of packaging.
- 5.2 Any packaging debited will be credited if returned undamaged within 14 days of receipt. Any extension of the returning period shall require the written acceptance of BADK.

### 6.0 Terms of payment

- 6.1 The time for payment shall be 20 days of end of the month, unless otherwise stated in the offer, order confirmation or invoice.
- 6.2 After the expiry of the time for payment, interest will be added to the amount due in conformity with EU Directive 2000/34/EEC at a rate of 7% above the bank rate of Danmarks Nationalbank in force for the time being. A charge will be added for issuing reminders.
- 6.3 No set-off shall be made against the amount payable unless so accepted by BADK in writing.



## **7.0 Time of delivery**

- 7.1 All times of delivery shall be approximate unless BADK has accepted "fixed delivery".
- 7.2 In case of a delay, the buyer shall give a written notice to BADK, stating the non-performance rights he intends to invoke if delivery is not affected within a reasonable time. The buyer cannot invoke his rights until 15 working days after such written notice was given.
- 7.3 BADK disclaims any liability for delays owing to strike, lockout, fire or other cases of force majeure.

## **8.0 Reservation of ownership**

- 8.1 BADK shall retain the ownership of all products delivered until the buyer has made full payment thereof.

## **9.0 Complaints and checks**

- 9.1 Immediately on delivery the buyer shall be obliged to check
  - 9.1.1 That the description on the packaging corresponds to the agreement made.
  - 9.1.2 That the products delivered show no clear signs of having been damaged and that they are not defective.
- 9.2 Complaints according to 9.1.1 and 9.1.2 shall be made no later than 5 working days after delivery. The buyer shall not be entitled later to advance any claims for defects, which should have been observed according to 9.1.1 or 9.1.2.
- 9.3 The buyer's obligation to complain shall also comprise any defects observed later.

## **10.0 Liability for defects**

- 10.1 BADK undertakes within a period of 24 months calculated from the date of the invoice to repair any products delivered which are defective owing to faults in design, material or manufacture.
- 10.2 The remedying of defects shall be conditional upon the buyer fulfilling the terms of payment. If at the time any defects are observed the buyer is in arrears, BADK's obligation to remedy any defects shall no longer apply.
- 10.3 If products delivered are changed, modified or installed in contravention of the instructions given by BADK, BADK's obligation to remedy defects shall no longer apply.
- 10.4 If any faults or defects in products delivered are observed within the period fixed in 10.1 above, the buyer shall be entitled to have these remedied. In such case the buyer shall be obliged to forward such products to BADK. BADK shall be obliged to remedy faults and defects within a reasonable time and shall as far as possible inform the buyer of the expected repair time.
- 10.5 Products delivered will only be received back for crediting upon a prior written agreement with BADK.
- 10.6 BADK shall not be liable for any trading loss, loss of profits, loss of time or any similar consequential losses in connection with the remedying of faults and defects in products delivered.

## **11.0 Product liability**

- 11.1 BADK's product liability shall be limited in any respect to the requirements of law.
- 11.2 In no case shall BADK be liable for any trading loss, loss of profits or other indirect financial consequences.

## **12.0 General terms**

- 12.1 BADK reserves the right to make changes in products offered. The reservation shall moreover apply to products already ordered if such changes must be considered to be of no essential importance to the functioning of the products.

## **13.0 Disputes**

- 13.1 All disputes with BADK shall be settled in accordance with Danish law by Danish arbitration in conformity with the Danish Arbitration Act in force for the time being.