

General Sales Conditions and Terms of Delivery of ES FIBERVISIONS ApS, Denmark

- §1: These general sales conditions and terms of delivery shall apply even if departure from such conditions and/or terms should be entered on the order sheet or other documents or oral statements from the purchaser, save as modified by mutually signed and accepted written agreements between parties only by the managing director.
- §2: An order shall be binding on the purchaser when received by ES FIBERVISIONS ApS. The order shall be binding on ES FIBERVISIONS ApS when confirmed in writing by ES FIBERVISIONS ApS.
- §3: Unless otherwise agreed and so said in writing the delivery shall be deemed sold "ex works" exclusive of VAT and other duties imposed in Denmark or abroad. The prices shall include the cost of packing. All delivery terms and clauses shall be interpreted according to the Incoterms (International Rules for the Interpretation of Trade Terms) in force at the time in question.
- §4: Unless otherwise agreed and so said in writing on the order confirmation payment must be made in cash within thirty days from date of invoice.
Due payment must not be withheld or delayed due to stated product defects, complaints or claims.
If the purchaser delays in making payment on due date, the vendor is entitled to calculate as from the date of maturity 2% interest per month on overdue payments and is furthermore entitled to cancel further deliveries – be such deliveries confirmed or not.
- Adjustment of prices:
- Agreed and/or confirmed prices can be adjusted on the basis of:
- changes in costs as a result of requirements imposed by public authorities in Denmark or abroad.
 - changes in costs as a result of war or warlike circumstances or catastrophe or accidents of nature or civil disorder or riots.
 - changes in costs as a result of extraordinary or abnormal changes in price of raw materials or other materials necessary for the production of the article(s).
- §5: If a fixed time for delivery is provided for in the order and is confirmed in the order confirmation and the vendor fails to deliver within such time due to any of the circumstances mentioned in §9 or by an act of omission by the purchaser, there shall be granted such extensions of the delivery period as is reasonable having regard to all the circumstances of the case.
This provision is applicable notwithstanding the cause of such delay should take place before or after the expiration of the confirmed time of delivery, provided that such causes to the evaluation of the vendor have called for rearrangement of scheduled to delivery times.
The purchaser shall bear the risk of such delay(s) and also of damage to or loss of the goods from the date of delivery and shall undertake to ensure such goods at his own risk and cost.
- §6: ES FIBERVISIONS ApS shall not be under any obligation of any sort to exchange goods sold as off quality, second, substandard, second grade or waste.
ES FIBERVISIONS ApS shall not be under any obligation to meet or accept complaints and/or claims of any sort concerning goods supplied and confirmed as second quality, second, substandard, second grade or waste. Nor shall ES FIBERVISIONS ApS receive or accept complaints or claims concerning defects in such goods or products made thereof or traceable thereto, be it from the purchaser or others.
ES FIBERVISIONS ApS shall not be held liable for damages, either directly or indirectly for direct loss or consequential loss, loss of profit or other loss caused by or linked to the use of any type of off-quality-products mentioned in this paragraph.
- §7: The present paragraph applies only and solely for goods sold as first quality and are accordingly not applicable for the product types mentioned in §6.
Within a six months period from the date of delivery ES FIBERVISIONS ApS shall undertake to replace material deemed defective due to faulty material of faulty workmanship, provided that the purchaser in writing and in due time have handed to the vendor all relevant and available information concerning the complaint, its causes and its consequences.
Complaints in the case of such defects must be made in writing and without any undue delay, not later than 15 days after such defects have been observed, and not later than six months after the date of delivery. Issuing complaints and/or claims does not release the purchaser from his payment obligation as per §4.
On the condition that the vendor without unnecessary delay delivers replacements the purchaser may not set up any other power of default, always expressly provided that the vendor shall not be liable for any direct nor for any indirect loss such as trading loss, lost wages, production loss, time frame loss or delay loss, etc.
Complaints handling shall take place according to the vendors "Rules for the Treatment of Complaints" in force at the time in question and complying with the international quality standard ISO 9001.
- §8: Liability for products supplied may be set up only in case of personal injury if it is proved that such injury is due to the negligence and default of ES FIBERVISIONS ApS.
ES FIBERVISIONS ApS shall not be liable in any damages to real and/or personal property or to trading loss, lost wages, time frame loss, production loss or other indirect or consequential loss.
Where third-party product liability should be imposed on ES FIBERVISIONS ApS the purchaser shall be under the obligation to indemnify ES FIBERVISIONS ApS within the same limits of liability as stated in the preceding and in these paragraphs.
The purchaser shall notify ES FIBERVISIONS ApS without any delay and by handling all available information concerning the matter to ES FIBERVISIONS ApS if a third party makes a claim or complaint which may be referred to the preceding or these paragraphs.
- §9: The following circumstances shall be considered case of relief if they intervene after the formation of the contract (i.e.: issuing of the order confirmation) and impede its performance.
Industrial disputes and any other circumstances beyond the control of the parties such as fire, war, mobilisation or unforeseen call-up of armed forces to a comparable extent, requisition, embargo, currency restrictions, riots and insurrection, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by subcontractors if caused by any circumstances referred to in this paragraph or caused by catastrophe of nature flood or fire.
The party wishing to claim relief by reason of any of the circumstances referred to in this paragraph shall notify the other party in writing without any delay of the occurrence and the cessation thereof.
If by any reason of any of the said circumstances, the performance of the contract within a reasonable time becomes impossible, either party shall be entitled to terminate the contract in writing to the other party and also in writing specify and documents the said causes to the extend possible and reasonable.
- §10: Disputes arising out of the contract and legal matters deriving therefrom which cannot be agreed and settled out of court, shall be settled by the Maritime and Commercial Court in Copenhagen and in accordance with Danish law.