

General sales- and delivery terms

18. maj 2020

Application:

These general terms of sale and delivery shall apply at every quotation, sale, and delivery, unless a deviation from these has taken place in a written preceding agreement.

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Order:

No final agreement between the parties exists, before Letbek A/S has accepted in the form of an order confirmation. In case this order confirmation is not consistent with the buyer's order, the buyer must complain at once. Failing this, the buyer will be bound by the contents of the order confirmation. If production of an order has been started, cancellation cannot take place. Prior sale reserved.

LETBEK A/S

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Prices:

All prices are current prices excl. of value-added tax and other duties. The prices are subject to price alterations because of official increase in wages, increase in prices of raw materials, alterations of exchange rates, and also alterations in customs duties and excise duties of any kind.

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Delivery:

Delivery will be ex works Tistrup, unless a deviation from this has taken place in a written preceding agreement. Reservations are made of goods which have been sold out or which are no longer in stock. If the delivery from the seller is delayed, the buyer is not entitled to claim damages, unless a special agreement about this has been made.

Tolerances:

The seller makes reservations of reasonable tolerances as regards dimension, width, length, and quantity. Furthermore, the seller makes reservations of some right to variation concerning color nuances. In case the buyer has special requirements concerning tolerances, these should be stated when placing the order.

Complaints:

In case of any defects of the delivered goods, for which the seller is considered to be responsible, the seller must receive the buyer's written complaint not later than 8 days after delivery of the goods. If the complaint is justified, it lies with the seller to take back, replace or repair the goods in question without any expenses to the buyer. Beyond this, the seller has no obligation to compensate the buyer for neither direct nor indirect loss.

Returning:

The sold goods will only be taken back according to a preceding agreement and should always be sent free delivered to Letbek A/S. Returning can only take place in undamaged original packing and is credited with a deduction of 15% of the selling price.



Ownership reservation (Retention of title):

In all cases where any kind of credit is given, sale is considered to have taken place with retention of title, so that the delivery remains the property of Letbek A/S until the whole purchase price with extra charge of expenses incurred has been paid.

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Product responsibility:

Letbek A/S must be indemnified by the buyer to the extent which Letbek A/S is burdened with any responsibility to a third party for such damage or such loss, for which Letbek A/S according to sections 2,3 and 4 in this item is not responsible to the buyer. Letbek A/S is not responsible for any damage on real property or movables, which takes place while the products are in the buyer's possession. Nor is Letbek A/S responsible for any damage on products manufactured by the buyer, or products of which they form part. Under no circumstances, Letbek A/S can be responsible for trading loss, loss of time, loss of profits or similar indirect losses. If a third party puts forward a claim on one of the parties for liability for damages according to this item, this party must inform the other party immediately.

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Disputes and the law:

Disagreements between the parties on account of these general terms of sale and delivery and anything in connection with them, shall be settled at the ordinary courts according to Danish law at Letbek A/S' venue.

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Letbek A/S has the right to deliver a quantity +/- 10% compared to the ordered quantity.

Force Majeure and production disruptions:

Force majeure and similar circumstances shall imply exemption from liability if they impede the fulfilment of the agreement or make the fulfilment of the agreement unreasonably burdensome, to include among others:

Labour disputes and any other circumstances which are beyond the control of purchaser and seller such as mobilization, war, fire, seizure, currency restrictions, insurrection and civil disorder, lack of transport means, motive power as well as raw materials and semi-manufactured items which form a part of the Producer's products, natural catastrophes as well as shortages at or delays of deliveries from sub-suppliers due to the aforementioned circumstances in this clause or similar.

The purchaser is only entitled to terminate the agreement upon written notice to the Producer if fulfilment of the agreement is impeded for more than 6 months by one of the events specified above.

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