

Terms of sale and delivery

Unless otherwise agreed and/or deviated from in these terms of sale and delivery, the General Conditions for the Supply of Mechanical, Electrical and Electronic Products (Orgalim S 2022) apply to the sale and delivery of goods without installation and the General Conditions for the Supply and Installation of Mechanical, Electrical and Electronic Products (Orgalime SI 14) apply to the sale and delivery of goods with installation.

1. OFFER AND ORDER CONFIRMATION

- a) Unless otherwise agreed in writing any offer is valid for one month after the date of the offer
- b) Only orders confirmed in writing are binding on Form & Frys Maskinteknik.
- c) Verbally agreed changes in the specifications of the ordered articles or parts are not valid until and unless confirmed in writing by Form & Frys Maskinteknik.
- d) Descriptions and illustrations in catalogues, drawings etc. are to be considered approximate and are not binding on Form & Frys Maskinteknik. Form & Frys Maskinteknik reserve the right to make amendments hereto without any prior notification.

2. PRICES

- a) Prices are "Ex-Works" as defined in INCOTERMS unless otherwise agreed in writing.

3. TERMS OF PAYMENT

- a) Net cash unless otherwise agreed in writing.
- b) If the terms of payment are not observed, interest of 1,5% pr. month or part thereof will be charged for the outstanding amounts.
- c) The goods delivered shall remain the property of Form & Frys Maskinteknik until payment is received in full.

4. SHIPMENT AND INSURANCE

- a) The risk shall pass to the buyer as defined in INCOTERMS.
- b) If Form & Frys Maskinteknik is to arrange for shipment, Form & Frys Maskinteknik will decide on the method of shipment.
- c) On delivery the buyer must check that the consignment note and the consignment delivered correspond to the order and shall, without any undue delay, notify Form & Frys Maskinteknik of any possible deviations between the order and the goods delivered. Form & Frys Maskinteknik shall not be liable for losses arising from lack of such checks or from delays in notification.
- d) Transport and storage of the goods supplies Ex-Works is in every respect the buyer's responsibility and risk. The buyer must store the goods delivered appropriately and protect them against damage. The buyer shall take out insurance for the goods delivered, including insurance against damage by storm or fire, and take out insurance cover for any consequence of loss or damage to the goods delivered, including insurance against both direct and consequential damage.

5. TIMES OF DELIVERY

- a) The time of delivery is calculated as from the date on which the details concerning the supply have been agreed in writing. Form & Frys Maskinteknik reserve the right to change the delivery date due to delays caused by any of the following: strike, lock-out or force majeure, including non delivery of suppliers which can be attributed to the aforementioned.
- b) Failure to meet the agreed delivery date which cannot be attributed to negligence on the part of Form & Frys Maskinteknik shall not entitle the buyer to claim that the delay constitutes default on the part of the seller, and consequently the buyer cannot: Terminate the agreement, claim compensation or use any other remedy releasing the buyer from his obligations.
- c) Form & Frys Maskinteknik assumes no liability for indirect losses, including consequential loss, loss of profits or any other indirect losses arising from the delayed delivery.

6. DELAYED ACCEPTANCE OF DELIVERY

- a) If the buyer is unable to take delivery of the goods on the agreed delivery date, payments must be made as if the goods had been delivered.
- b) The buyer will reimburse Form & Frys Maskinteknik for reasonable costs incurred in storing and insuring the goods until such time as the buyer is able to accept delivery of the goods.

- c) Form & Frys Maskinteknik may require by notice in writing that the buyer accepts delivery of the goods within a reasonable time. If the buyer fails for any reason to do so Form & Frys Maskinteknik will be entitled to terminate the contract by notice in writing to the buyer. Sums paid in advance will be forfeited and Form & Frys Maskinteknik reserve the right to recover any further losses incurred due the buyers failure.

7. DRAWINGS AND DESCRIPTIONS

- a) Drawings and other types of documentation handed over by Form & Frys Maskinteknik shall remain the property of Form & Frys Maskinteknik. The material must not be copied or made available to a third party without the written consent of Form & Frys Maskinteknik.

8. INSTALLATION

- a) The entire installation will be carried out in one visit, i.e. without any significant delays due to other contractors, production or maintenance staff.
- b) Appropriate lighting and power outlets shall be made available to Form & Frys Maskinteknik at the point of installation (220V – 10A for power tools) together with the appropriate lifting equipment for unloading and placing of equipment. Max weight per item 2500 kg unless otherwise agreed.
- c) The installation site must be cleared and easily accessible for lifting equipment.
- d) If items a) to c) are not provided, Form & Frys Maskinteknik will be entitled to carry out the necessary works either with its own or through a third party. The buyer will be invoiced for the additional costs involved.

9. RETURNED GOODS

- a) Goods can only be returned following prior agreement in writing.

10. WARRANTY

- a) For a period of one (1) year from the date of delivery (or 1600 working hours), Form & Frys Maskinteknik warrants that the goods supplied will be free from defects in materials and workmanship.
- b) Parts proven to be defective will at the discretion of Form & Frys Maskinteknik either be replaced or repaired at the premises of Form & Frys Maskinteknik. During the above-mentioned warranty period, the buyer cannot claim for consequential losses, such as, but not limited to: Loss of profits or loss of time.
- c) The Warranty will not apply if defects are caused by normal wear and ageing, misuse or, defective installation or workmanship not carried out by Form & Frys Maskinteknik.
- d) The warranty will not apply if the goods delivered are changed without the knowledge or consent of Form & Frys Maskinteknik. Form & Frys Maskinteknik will not be liable for any costs incurred and will be released from any further obligation regarding the goods.
- e) Misuse, unnatural wear, defective installation and workmanship not carried out by Form & Frys Maskinteknik shall not entitle the buyer to make any claim against Form & Frys Maskinteknik.
- f) Notification regarding visible defects should be sent to Form & Frys Maskinteknik immediately. Other defects must be notified as soon as possible after their discovery.

11. PRODUCT LIABILITY

- a) Form & Frys Maskinteknik liability extends only to personal injury and property damage resulting directly from defects or deficiencies in products or services provided and to the extent to which these defects or deficiencies can attributed to Form & Frys Maskinteknik.
- b) Form & Frys Maskinteknik assumes no liability for consequential losses, such as, but not limited to: Loss of profits or loss of time.

12. DISPUTES

- a) All disputes shall be settled in Denmark according to Danish Law