

Terms of sale and delivery for Kirchheiner ApS

Kirchheiner ApS
Nørremarksvej 80
DK-6270 Tønder
+45 74 72 20 45

www.kirchheiner.dk

The following general conditions apply unless otherwise agreed in writing.

Prices

All prices are exclusive of value added tax and any government tax and are subject to change in government taxes, material and labour costs, exchange rates and other trade conditions.

For goods sold assembled, it is assumed that the assembly work can be carried out within normal working hours. If the assembly work is to be carried out outside normal working hours, the buyer shall pay, in addition to the applicable normal rates, the extra costs incurred thereby for labour, travel costs and any subsistence allowances in accordance with the rates applicable at the time.

To the extent that software is made available in connection with the equipment offered, the remuneration for this is included in the price of the equipment, unless a separate price for the supply of software is stated.

Delivery and shipping

Delivery of goods is ex stock. If goods are shipped directly from a foreign supplier to the buyer, transport costs are calculated from the Danish border. Shipment is at the buyer's risk. Kirchheiner does not take out transport insurance. Claims for damages due to non-delivery or delayed delivery caused by the carrier cannot be made against Kirchheiner. The Buyer is obliged to comply with the export control regulations applicable under Danish, European and American law if the goods/services are exported or re-exported. If the delivery includes assembly, the following applies:

Delivery including assembly includes the standard components necessary for assembly. The purchaser shall provide the agreed amount of electricity, water, compressed air and room cooling before installation begins.

Works and deliveries required for the installation, including repairs, are carried out at the buyer's expense and risk. Delivery of goods is ex stock. The buyer shall be deemed to have taken over the delivery when the handover has taken place. If the Buyer does not convene a delivery meeting to be held within 4 weeks after Kirchheiner has requested the delivery meeting to be held, the Buyer is deemed to have taken over the delivery in the contractual condition.

In the event that the Buyer is unable/willing to accept delivery on the agreed delivery date, the risk shall pass at that time and the Buyer shall, at its own expense, arrange for proper storage and any necessary insurance. If the whole or part of the delivery is put into use - including operational commissioning - by the buyer before the handover has taken place, the responsibility for the operation and maintenance of the parts in use shall pass to the buyer, and the obligation to remedy these parts shall be deemed to have taken place.

Complaint

Complaints about shortages or other visible defects must be made within 8 days of receipt of the delivery. Otherwise, the buyer is barred from claiming the defect or deficiency.

Payment and interest

Payment is made 8 days from the invoice date
For orders of DKK 100,000.00 and above, payment is due as follows: 30% on placing the order
60% on delivery of work 10% on delivery of final documentation

The delivery must be paid for on the agreed due date or the due date stated on the invoice. In the event of late payment, a mora interest surcharge of 12% p.a. will be charged.

The Buyer is not entitled to withhold payment on account of any counterclaims which Kirchheiner has not acknowledged.

Reservation of title

The delivery remains the property of Kirchheiner until payment has been made in full to the extent that such retention of title is valid under applicable law.

Responsibility for and rectification of defects

Goods or delivered software, including software, which within 12 months of delivery are found to be defective for reasons attributable to Kirchheiner and which immediately after discovery thereof and before the expiry of the said period are sent to our address carriage paid, will be replaced in such a way that Kirchheiner at its option repairs or replaces the goods sent or refunds the payment made. If the delivery cannot be sent, it will be repaired on the spot. Travel and subsistence expenses in connection therewith shall be paid by the buyer. Apart from the obligation to remedy the defects referred to above, Kirchheiner shall not be liable for any loss suffered by the Buyer as a result of such defects. Kirchheiner is therefore never liable for operating losses, loss of profit or other indirect losses.

Product responsibility

The buyer shall indemnify Kirchheiner to the extent that Kirchheiner is held liable vis-à-vis third parties for damage and loss for which Kirchheiner is not liable vis-à-vis the buyer under the second and third paragraphs of this section.

Kirchheiner is not liable for damage caused by the delivery after takeover:

On immovable or movable property which occurs while the delivery is in the possession of the buyer On products manufactured by the buyer or on products in which these are incorporated, or for damage to immovable or movable property caused by these products as a result of the delivery

In no event shall Kirchheiner be liable for any loss of business, lost profits or other economic consequences.

In the event of loss or damage to data carriers, Kirchheiner's liability does not include the cost of restoring the destroyed data.

Kirchheiner's liability for damage to property, including damage to real estate, is limited to DKK 10 million.

The aforementioned limitations of Kirchheiner's liability do not apply if Kirchheiner is guilty of gross negligence.

If a third party makes a claim against one of the parties for liability under this paragraph, it shall notify the other.

Kirchheiner and the buyer are mutually obliged to bring an action before the court which deals with claims for damages brought against either of them on account of damage or loss allegedly caused by the delivery.

Changes

Product data in offers, brochures and on drawings etc. are only indicative and are not binding for Kirchheiner.

Property law

Drawings, descriptions, models and the like, which are provided free of charge in connection with offers, remain the property of Kirchheiner. Such material may not be misused in any way or passed on to third parties and must be returned to Kirchheiner if the offer is not accepted.

If Kirchheiner supplies software, including software and know-how, Kirchheiner retains all rights over its ideas and over the material produced by Kirchheiner. The Buyer is entitled to use the material prepared by Kirchheiner only to the extent agreed or provided and the material may not be transferred to others without the agreement of Kirchheiner.

Choice of law

Any dispute arising out of or in connection with this Agreement shall be settled in accordance with Danish law and, at Kirchheiner's option, either in accordance with the "Rules for the Settlement of Cases before the General Arbitration Court in Denmark" or before the Maritime and Commercial Court in Copenhagen.