

General Conditions of Sale



1. Applicable Conditions

The conditions set out below shall apply, unless Seller has established and submitted to Buyer a special version of Seller's General Conditions of Sale for Buyer's country; in such case the special version shall prevail. Any general conditions of purchase submitted by Buyer are binding upon Seller only if confirmed by Seller in writing.

2. Offers and Orders

All offers submitted by Seller are not binding upon Seller. Orders and verbal agreements are binding upon Seller only if and as far as he has confirmed them in writing or by form or complied therewith by shipment of goods and submission of an invoice.

3. Invoicing and Payment

Until 30 days before the agreed date of delivery, prices remain subject to alteration by Seller. In case Seller raises a price, Buyer shall be entitled to withdraw from the unfulfilled part of the contract within 14 days of being informed of the increase. If a price increase is due to higher transport charges, Buyer shall not be entitled to withdraw from the contract. Incidental expenses, such as bank charges incurred in remittance and charges for release of shipping documents, are for Buyer's account. Buyer may offset or withhold payment on the grounds of counterclaim only if such counterclaim has been acknowledged by Seller or confirmed by final court decree. If not otherwise agreed in writing, Buyer shall pay the price of goods within 30 days of the date of Seller's invoice. If Buyer fails to make any payment on the due date, Seller shall at his discretion be entitled to charge Buyer interest on the amount unpaid, at the rate of 1% (one percent) for each month, until payment is fully made. Written first reminder is sent 2 days after maturity. After further 7 days, a second reminder in writing will be output including a reminder fee of EUR 20. Should Buyer be in arrears with payment or should there be reasonable doubts as to Buyer's solvency or credit rating, Seller - without prejudice to his remaining rights - shall be entitled to require payment in advance for deliveries not yet effected, and to require immediate payment of all claims of Seller arising from the mutual business relations.

4. Deliveries and Acceptance

Seller shall be relieved from his obligations to supply for as long as Buyer is in arrears with a due payment. Agreed delivery terms refer to the date the risk passes to Buyer. Should the delivery date be exceeded due to Seller's fault, Buyer, after expiry of a reasonable extension of the term of delivery granted by Buyer in writing, and under exclusion of any further rights, shall be entitled to withdraw from the contract or to claim damages. Claims for damages by Buyer on the grounds of late delivery or non-delivery are, however, limited in amount to the invoice value of the quantity of goods delayed or not delivered, unless due to wilfulness or gross negligence on the part of Seller, Seller is liable without limitation under any applicable compulsory statutory legislation. Unforeseen breakdowns, delayed deliveries or non-delivery by Seller's suppliers, shortage of labour, power or raw materials, strikes, lock-outs, difficulties in providing means of transport, transport hold-ups, official restraint and any events of force majeure shall relieve the party affected thereby from his obligation to supply or take the goods respectively for the duration of and to the extent of impact of such hindrance; should pursuant to such hindrance, delivery or acceptance be delayed for more than one month, each party, under exclusion of all further claims, shall be entitled to withdraw from the contract with respect to the quantities affected thereby.

5. Shipment

Route and means of transport are Seller's choice. Buyer's wishes shall be taken into consideration as far as possible, any additional cost being for Buyer's account.

6. Risk

Unless otherwise agreed, the risk shall finally pass to Buyer when the goods are dispatched at Seller's works.

7. Complaints

Buyer must check that delivered material is of contractual quality and suitable for intended purpose. If this is not done at all or not carried out in the appropriate manner, or if patent or obvious defects are not promptly reported to Seller, at the latest within 14 days of receipt of the goods, then the goods shall be considered as approved in respect of such defects. Latent defects shall be deemed approved if such defects are not reported to Seller as soon as they are discovered, but at the latest within 6 months after dispatch at the agreed place of dispatch. Any complaints must quote date of order and invoice and dispatch number. Goods under complaint may not be returned except with Seller's express consent. In the case of justified and properly notified

complaints, Seller shall only be obligated, at his discretion, taking Buyer's interests adequately into account, to reduce the price, remedy

the defect, exchange the goods or take them back refunding the purchase price. Should Seller not fulfil this obligation, Buyer shall have the right to choose from these remedial measures. Further claims by Buyer are excluded, as far as legally permitted; this applies particularly to compensation claims for damages not pertaining to the goods themselves (consequential damages). If by agreement merchandises is sold as sub-standard or second standard (not first quality), Seller is exempt from any liability whatsoever unless the delivered material varies from the contractual quality sold as sub-standard or second quality.

8. Liability, withdrawal from Contract

Buyer shall be entitled to claim compensation or withdraw from the contract only in such cases and to such an extent as expressly stated in these Conditions. Buyer shall have no other or further rights and Seller shall be exempt from any other or further liability whatsoever, whether in contract or under law of torts, unless due to wilfulness or gross negligence on the part of Seller, Seller is liable without limitation under any applicable compulsory statutory legislation.

9. Products Liability

For products liability the Danish rules of law in force at any time shall apply. In so far as a stipulation to the contrary is not contained in mandatory rules of law, seller is not liable in damages for consequential losses, loss of profit or other indirect losses.

10. Reservation of Proprietary Rights

The goods shall become the property of the Buyer only after he has settled all his obligations arising from the mutual business relations. Buyer shall collaborate in any measures Seller may take to protect his proprietary rights in the delivered goods. If a third party should try to assert or substantiate rights in the goods, Buyer shall inform Seller immediately.

11. Trademarks

Many of the products supplied carry a trademark. Should such products be repacked, re-decanted or further processed, or mixed with other substances, the trademark may be used in connection with repacked, re-decanted or further processed products by Buyer only with the express written consent of trademark owner.

12. Inco Terms

In addition to the foregoing conditions, the "Inco terms" issued by the International Chamber of Commerce in Paris shall apply; in each case the newest version at the time of execution of an order shall be applicable.

13. Applicable Law and Jurisdiction

All sales contracts shall be subjected to the laws of the country where Seller's head-office is located. Unless otherwise provided under competent national legislation, the courts at the place of Seller's head-office shall have jurisdiction. For lawsuits instituted by Seller, the competent courts at the place of Buyer's head-office shall also have jurisdiction.

14. Warranty

ChemoMetec A/S grants 2 year's warranty for the Contractual Products delivered, if nothing else has been agreed in writing. This warranty covers defects in materials, faulty workmanship and construction defects, in which situations the supplier will replace defective parts if any, subsequent damages, packing freight, customs duties, re-establishment costs, consequential loss etc., are not included in the warranty here in question. The warranty does not cover defects or breakdowns being a consequence of natural wear and depreciation, wrong installation, defective maintenance or operation by the buyer or buyer's agent or representative. The warranty will be discontinued and be void should the buyer carry out any intervention or modification of the Contractual Products delivered without the supplier's explicit approval.

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