

## **Marts 2012**

### **Sales and Delivery Terms for Beck Trading ApS & Beck Trading Denmark.**

#### **1. Use**

- 1.1 Unless otherwise provided by explicit written agreement, the following applies to terms and conditions of sale as conditions of all agreements with and supplies from Beck Trading APS cvr. 32890067 or Beck Trading Denmark cvr. 33116667 (hereafter called BT APS or BTM) notwithstanding any conflicting or differing provisions in the of the buyer placed order or acceptance. All other conditions for instance given by the purchaser are not binding, unless separate written agreement exists.
- 1.2 BT APS or BTM, are without notice entitled to change the sales & delivery terms.

#### **2. Offers orders and acceptance**

- 2.1 Buyer's orders and orders of any kind are only binding for BT APS or BTM, when the buyer has received the written order confirmation. Quotations from BT APS or BTM, which do not specify a particular lapse, shall lapse if compliant acceptance from buyer is not received within 30 days from the offer is made. Agreements on changes in or additions to the original agreement are not binding on BT ApS without written confirmation from BT APS or BTM.

#### **3. BT APS Supplies**

- 3.1 BT APS or BTM supplies only covers what is stated in invoice/order confirmation and in the following terms BT APS or BTM undertake to deliver a product as agreed of the usual good quality with respect to material and processing.
- 3.2 BT APS or BTM, are entitled to deliver +/- 5% of the agreed quantity
- 3.3 Product information, drawing, technical data, brochures, advertising material and home pages are only for general guidance and BT APS or BTM, cannot be held responsible for any errors in this material or information.

#### **4. Delivery**

- 4.1 Unless otherwise agreed delivery terms are ex works BT APS or BTM, storage facility in accordance with INCO terms 2010 and with that the buyer carries all risk for anything that may happen to the goods after delivery from the BT APS or BTM, storage facility.

#### **5. Time of deliver**

- 5.1 Agreement on delivery time shall be made in connection with

concluding the purchase. Delivery time is entered separately on the order confirmation. The stated delivery time is only approximate, and the seller is in every respect without responsibility for delays or delivery options regardless of their nature, and regardless of whether these conditions can be attributed to seller. If the delay is caused by buyer's act or omission the delivery time is extended accordingly. In case the stipulated delivery time is exceeded, the seller is obliged no later than 15 days after the last estimated delivery time, to give the purchaser notice of when the delivery is expected to take place. If the new delivery time is exceeded by more than 20 days, buyer will be entitled to cancel the agreement in writing.

5.2 Buyer will in no circumstances be entitled to compensation due to late delivery.

## 6. Return of goods

6.1 Goods returned will only be received following special agreement and then only against a fee of 15% of the goods' invoice price. The goods must be in the original packaging and must be a product normally kept in stock.

6.2 Specially produced products are products that are made (technically or branded) for a specific buyer. For such order any returns or cancellation will not be accepted.

## 7. Cancellation

7.1 Orders can only be cancelled by prior acceptance from BT APS or BTB, who have the right to debit any cost incurred by BT APS or BTB, minimum 10% of the invoice value of the cancelled order. Customer specific orders cannot be cancelled.

## 8. Prices

8.1 Unless otherwise explicitly agreed the price is ex works, excluding transport costs, VAT (moms) and other costs.

8.2 In the case of orders of less than DKK 1,000,- BT APS are entitled to an administration fee of DKK 200.00.

8.3 BT APS reserve the right to adjust the accepted prices in case of changes in rates of exchange, cost of transport, cost of production, governmental adjustments or any other circumstances beyond BT APS' control (with reference to point 14).

## 9. Payment terms

9.1 Unless explicitly agreed, payment is due in accordance with the terms stated on the invoice. Late payments incur interest of 2% per month.

9.2 Buyer is not entitled to deduct any potential counter payments unless BT APS or BTB, have agreed so in writing on beforehand.

## **10. Ownership**

- 10.1 Ownership of the delivered goods or services only transfers from BT APS or BT D, when full payment has been received.

## **11. Mora Creditoris**

- 11.1 If the buyer does not pick up the goods within the agreed delivery time, BT APS or BT D, have the right to, following prior written notice and reminder, sell the goods to a third party and use the proceeds to cover dues.

## **12. Responsibility for complaints and shortages**

- 12.1 When the buyer has received the goods, he is responsible for immediately checking the quality and quantity. Any complaints must be provided, in writing, within 8 days of receipt of goods. Any complaints that could have been established by such a check cannot be made at a later stage and buyer loses the right to complain.
- 12.2 Seller's responsibilities in relation to guarantees are limited to errors in the material or production and which occur under the agreed working conditions and use. Guarantees do not include damages due to wrong maintenance or use by buyer. Seller's warranty obligation or guarantees and compensation will become total void after 1 year from date of delivery, regardless of material defects, fatigue, structural failures, or any other reasons
- 12.3 Regardless of the type of complaint, goods may not be returned without prior acceptance by BT APS or BT D. Accepted complaints will only be credited to buyer following specific agreement. Complaints do not give the buyer the right to delay payment.
- 12.4 BT APS or BT D, shall undertake to rectify any documented deficiencies in the product supplied, which is caused by defects in material and/or manufacture, or to make a repair or replacement, subject to buyer having provided timely notice and in accordance with point 14.
- 12.5 BT APS or BT D, are in no event liable for lost production, lost income, lost profits or other consequential damages. BT APS or BT D, liability can never exceed the invoice price excl VAT, for the goods. In addition, BT APS or BT D, in no case, shall be required to pay any costs incurred in connection with, and replacing the defective goods. In case of redelivery of the goods the original products must be returned to BT APS or BT D, in the original packaging and all responsibilities, including cost, are for buyer.

### **13. Product liability**

- 13.1 Other than as described in point 12, BT APS or BTB, will not accept any liability for shortages or complaints for goods and services and the buyer cannot cancel the purchase or demand part price reduction nor delay payment (wholly or partly) due to complaints. BT APS or BTB, responsibilities due to delays with reference to point 5 cannot exceed an amount equivalent of 1% of the agreed payment for the delayed product for each week of delay and the total compensation cannot exceed 10% of the agreed payment. Product liability only refers to the product supplied by BT APS or BTB and BT APS or BTB, are only responsible if it can be documented that the error was due to BT APS or BTB, or one of their employees. However, BT APS or BTB, are never responsible for indirect damaged or losses such as loss of production or lost revenue. BT APS or BTB, liabilities for goods or persons can never exceed the BT APS or BTB, insured amount in the BT APS or BTB, liability insurance per incident. In case BT APS or BTB, are made liable for the use of the product provided, included in cases of onward sale which are beyond BT APS or BTB, liabilities, buyer is responsible to keep BT APS or BTB, non-labile and buyer must accept to be sued at the relevant law entity.

### **14. Force majeure**

- 14.1 BT APS or BTB, do not accept any liabilities in relation to delays or shortages due to force majeure, war, riot, civil disturbances, government intervention or interference by local authorities, strike, lockout, export and/or import ban, missing or faulty deliveries from sub-contractors, a lack of labor, fuel, driving force or any other reason, which is outside of BT APS or BTB, control, and which might delay or prevent the manufacture and delivery by BT APS or BTB. If defects or timely supply is temporarily hampered by one or more of the circumstances mentioned above, services will be postponed for a time period corresponding to the duration of circumstances, and delivery at the thus deferred delivery time shall be considered timely. If circumstances are expected to persist longer than four weeks, BT APS or BTB, as well as buyer are entitled to cancel the agreement without it being considered breach of agreement.

### **15. Court jurisdiction and applicable law**

- 15.1 Any dispute between the parties with respect to these sales and delivery terms shall be governed by the use of Danish law. BT ApS or BTB, are free to choose whether or not the matter shall be settled by arbitration or by the ordinary courts. In addition, the rules for the treatment of the case by Danish Arbitration apply, if arbitration is chosen. The arbitral tribunal shall be in Svendborg Denmark. If the ordinary courts are selected, the home courts of BT APS or BTB, are always selected.

**16. Special customer products and storage.**

- 16.1 Goods where the customer has entered into a storage agreement (ex. goods such as BT ApS & BTD carry on stock for a customer) with BT ApS & BTD must be purchased and paid within the agreed time period. Goods with stock agreement must be settled within max. 6 months, from the date for arrival to our warehouse, unless otherwise agreed. In case where the customer does not want to buy or use the product, BT ApS & BTD can help to sell these for the highest bidder and invoice the customer the difference.