

General terms of sale and delivery for V. LØWENER A/S and LØWENER Industri ApS (VL-04)

The following conditions apply to sales and deliveries from V. LØWENER A/S and LØWENER Industri ApS (hereinafter called LØWENER), unless otherwise agreed in writing by the parties.

1.0 Catalogues etc.

1.1 Illustrations, dimensions, weights, services and the like shown in catalogues, brochures, etc., do not form part of the agreement.

2.0 Entering into agreements

2.1 Agreements and orders are not binding on LØWENER until there is a written agreement or an order confirmation has been made out by LØWENER.

3.0 Delivery, forwarding and packaging

3.1 LØWENER determines the method of dispatch unless one has already been agreed.

3.2 Dispatch takes place at the purchaser's expense and risk.

3.3 Packaging is debited to the purchaser's account separately and is nonreturnable.

4.0 Quotations and prices

4.1 In the absence of provisions to the contrary, quotations are not binding on LØWENER.

4.2 For quotations without commitment as well as for binding offers LØWENER reserves the right to sell the offered products elsewhere (reservation subject to the products being unsold) until the purchaser's acceptance has been given.

4.3 Prices stated in offers and in order confirmations are those ruling at the date of quotation, and LØWENER reserves the right to invoice the prices ruling at the date of delivery.

4.4 For products of foreign origin LØWENER reserves the right to make an exchange rate adjustment based on the exchange rate ruling at the date of payment.

4.5 The purchaser is obliged to accept changes in prices which can result from alterations in taxes, rates and dues, irrespective of whether such changes are related directly or indirectly to the products ordered.

In the event of extraordinarily increased costs related to manufacturing, material and freight, as well as exchange rate changes as a result of external circumstances over which LØWENER has no control, LØWENER reserves the right to subsequently adjust the price of the product sold, without prior notice and regardless of whether the customer's order has been placed with or confirmed by LØWENER.

4.6 For orders amounting to DKK 500 excl. VAT or more a dispatch fee of DKK 50 excl. VAT will be charged. For orders amounting to less than DKK 500 excl. VAT a dispatch fee of DKK 150 excl. VAT will be charged.

4.7 All prices are stated excl. VAT and ex Works (EXW) Glostrup.

5.0 Payment and interest

5.1 Payment is made net cash on delivery.

5.2 LØWENER reserves the right to forward the products cash on delivery.

5.3 The purchaser is not entitled to exercise a lien as security for any counterclaims.

Neither is the purchaser entitled to make set-offs against claims which have not been accepted by LØWENER.

5.4 Interest at a rate of 2 per cent per commenced month will be charged on overdue accounts. A fee of DKK 150 excl. VAT will be charged per reminder issued.

5.5 So far as Danish law permits the products supplied remain the property of LØWENER until payment is made.

6.0 Delays and force majeure

6.1 LØWENER is not responsible for delays and obstacles to delivery due to war, blockade, strike, lock-out, transport accidents, fire, flooding, extraordinary weather conditions, import or export restrictions, supply difficulties or other events that may delay delivery or render it impossible or difficult to deliver for reasons beyond the control of LØWENER.

6.2 The fact that LØWENER invokes force majeure under the terms of clause 6.1 above does not entitle the purchaser to cancel the order placed.

6.3 Irrespective of whether a delay falls under clause 6.1 above no claim for damages can be raised against LØWENER in that the purchaser is exclusively entitled to cancel the purchase under the general rules of Danish law to this effect and only if it is not a situation of force majeure.

7.0 Products for repair

7.1 Products sent for repair must be delivered carriage paid to LØWENER. After the repairs have been made the products are delivered ex LØWENER.

7.2 If quotations for repairs are requested a charge will be made for this. If the repair is carried out subsequently, the charge will be set off against the price of the repairs.

7.3 On repair and service LØWENER is entitled to charge an environmental fee and demand payment for various materials if relevant to the work performed.

8.0 Right to return & cancel

8.1 Products ordered or delivered cannot be cancelled or returned by the purchaser unless this has specifically been agreed by LØWENER.

Such agreement will, in relation to products already delivered, be conditional on a handling charge of 20% for the cancellation or return being set off in the purchase price. Special orders are always nonreturnable.

8.2 Acceptance of cancellations of orders under clause 8.1 above will always be conditional upon the supplier's approval.

9.0 Faulty goods

9.1 If there are any defects in or repairs needed to products supplied LØWENER is entitled either to redeliver or make repairs.

9.2 If the purchaser establishes any defects or repair needs in products supplied, the purchaser must notify these to LØWENER promptly. Parts or goods which are defective or need repairing must be delivered to LØWENER if LØWENER so decide.

9.3 If LØWENER does not offer either repair or replacement, the purchaser may consider themselves discharged of all contractual obligations in connection with the purchase or demand a proportional reduction in the price if the general rules of Danish law justifies this. No other rights can be claimed in relation to defects and wants of repair, such as rights to damages.

9.4 The purchaser's rights in connection with faulty goods in accordance with the above cease at the point where the obligations of the suppliers of LØWENER cease, however, at the latest one year after invoicing.

10.0 Special terms in connection with supplies for use in real property

10.1 LØWENER's liability in connection with defects and wants of repair in supplies for use in real property ceases five years after the handing-over of the building of which the supply forms part. For supplies made to stock or for resale LØWENER's liability ceases no later than six years from delivery to the purchaser, however.

10.2 If it is considered to have been proved that a claim regarding defects and wants of repair in supplies for use in real property cannot or can only with great difficulty be made on the contractor, it is accepted that the employer is entitled to raise the claim directly on LØWENER.

10.3 Disputes regarding defects or wants of repair in supplies for use in real property must be referred to the Court of Arbitration for Building and Civil Engineering Works.

10.4 The above clause 5.5 is not applicable to supplies for use in real property.

11.0 Product liability

11.1 In the absence of indispensable provisions to the contrary LØWENER's product liability is limited as stated in clauses 11.2 and 11.3.

11.2 LØWENER is only liable for damage which the actual product sold inflicts on people or objects if such damage is due to errors and omissions made by LØWENER. However, LØWENER is under no circumstances liable for damage to products of which the sold product forms a part. Neither is LØWENER liable for damage to property which occurs while the sold product is in the purchaser's possession.

11.3 LØWENER's product liability can never exceed DKK 2 mil., and LØWENER cannot be made liable for any consequential losses or other indirect losses.

11.4 So far as LØWENER might be required to assume product liability in relation to a third party, the purchaser is obliged to indemnify LØWENER to the same extent as LØWENER's liability is limited under clauses 11.2 and 11.3 above. If a third party involves LØWENER in any matter relating to product liability before the ordinary courts of law, the purchaser agrees to be a codefendant or to join the case as a third party before the same court of law.

11.5 So far as a third party raises a claim for product liability, and such third party or the purchaser reserves the right to involve LØWENER or LØWENER's suppliers, the purchaser must immediately notify LØWENER of this.

12.0 Arbitration

12.1 Disputes between LØWENER and the purchaser will be referred to the Maritime and Commercial Court in Copenhagen, see clauses 12.2 and 12.3, however.

12.2 Irrespective of the terms of clause 12.1 above matters relating to supplies for the building or the rebuilding of real property in Denmark will be heard by the Court of Arbitration for Building and Civil Engineering Works.

12.3 Irrespective of the terms of clauses 12.1 and 12.2 above LØWENER is entitled to institute proceedings regarding the collection of outstanding amounts before the ordinary courts of law.