°COMBITHERM

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Combitherm Sales & delivery terms

All orders are carried out based upon the following sales- and delivery terms and are subject to the conventional strike- and lockout proviso.

Quotations

All quotations are without any obligation after 8 days, and if bigger or smaller quantities than quoted for are ordered, we reserve the right to change prices and delivery times.

Orders

All orders are without any obligations until confirmed in writing by us. In case of orders with special instructions these must be given together with the order, and they are without any obligation until con- firmed in writing by us.

Dispatch

In the absence of any other instruction in the order the dispatch will be effected without any responsibility on our part as to delay on transport, shortage or damage.

Time of delivery

The time of delivery is estimated by us, and we undertake no responsibility for delayed delivery.

In all cases where the buyer has stipulated fixed time of delivery, we are not responsible for delayed delivery or non-delivery as a con- sequence of strike, lockout, suspension of working or other cases of force majeure with suppliers or sub-suppliers. Furthermore, we reserve the right to extend the time of delivery if supplies of raw products, materials etc. are rendered difficult, or if other unforeseen circum- stances preventing us from effecting delivery in time should occur.

The above-mentioned circumstances do not justify the buyer to cancel the purchase.

Weight and quantities

All weights and quantities are approximate, and we reserve the right of limits of ±10%.

Complaints and guarantee

Replacements are allowed in case of complaints received on due time and acknowledged by us. Expenses covering lost work etc. will not be reimbursed.

Complaints of the invoice or entries of same must be sent in writing to us before 8 days after receipt of the invoice.

It is the buyers responsibility to immediately inspect the goods upon receipt. Complaints must be forwarded in writing within 8 days from the date of receipt of the goods.

It is the buyers responsibility to ensure that the delivered goods are in correspondence with the quality bought. No guarantee can be given that the goods delivered are suitable for the buyers purpose.

No complaints or claims will be accepted when the sellers product has been further processed by buyer or buyers representative and/or is a part of buyers product.

By any complaints - in the case of commission-work - the claim can never exceed the total value of the commission-work.

Loss of profits or other indirect losses is none of sellers concern. Sellers liability cannot exceed DKK. 5 mio.

Cancellations and alterations

Alteration of orders or specifications cannot be accepted unless not too far in process of execution.

Cancellation of orders are only accepted if acknowledged in writing by us.

For all orders not specified in time estimated by us, we reserve the right to cancel items not specified and to have reimbursed from the customer losses arisen from the cancellation.

Laws

These conditions shall be governed and construed in accordance with Danish Law and shall be subject to the exclusive jurisdiction of Danish Court, and alle disputes are to be settled according to Danish Law.