

TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Application

1.1 All sales and deliveries supplied by TESS Danmark A/S (hereinafter called TESS Danmark), shall be subject to these terms and conditions of sale and delivery unless otherwise agreed in writing.

1.2 Special conditions or specific requirements for the purchased goods from the buyer, for example, the buyer's general purchasing conditions, the purchase order or confirmation letter are not binding for TESS Danmark unless TESS Danmark has agreed in writing to the said requirements.

2. Product information

2.1 Illustrations, dimensions, weights and similar indications stated in our and our suppliers' catalogues and prospects are not binding for TESS Danmark, unless the purchase agreement specifically refers to such information and data.

3. Advice

3.1 Any advice given from TESS Danmark that is not strictly related to the purchased goods is purely indicative in nature and therefore cannot impose upon TESS Danmark any advisor's liability.

3.2 To the extent TESS Danmark advises a possible buyer of a solution to a specific problem which may be considered appropriate for him, including if TESS Danmark prepares drawings, etc., this is not binding for TESS Danmark and TESS Danmark will not be liable as advisor. Only to the extent TESS Danmark invoices its consultancy services will TESS Danmark be regarded as advisor in terms of liability.

4. Offers

4.1 All offers are without prejudice and subject to prior sale unless otherwise expressly stated in them.

4.2 The prices offered are always valid at the time of the offer, as TESS Danmark reserves the right to settle with the prices applicable on the day of delivery and if necessary, extra charges, unless otherwise expressly stated in the offer.

4.3 For goods of foreign origin, the exchange rate on the day of delivery between Danish kroner and the currency used by the supplier will apply if nothing else is stated in the offer. If the price on the delivery day has changed by more than 3% compared to the price on the order date, TESS Danmark reserves the right to currency adjustment.

4.4 All prices stated in offers are excl. VAT. and subject to changes in customs duties and other public taxes.

5. Orders

5.1 A final purchase agreement is only concluded when TESS Danmark has either submitted a written order confirmation to the buyer or has delivered the purchased goods, whichever of these may occur first.

5.2 Stated delivery dates are in each case discretionary and non-binding for TESS Danmark, unless otherwise agreed in writing. Delivery times are always subject to force majeure and other matters outside the influence and control of TESS Danmark.

5.3 Delayed delivery does not entitle the buyer to compensation or the right to cancel the purchase agreement.

6. Delivery

6.1 All deliveries are made on Incoterms 2020 EXW TESS Danmark business premises.

7. Shipping

7.1 Shipping is at the buyer's risk and expense.

7.2 If buyer does not provide written instructions, TESS Danmark will choose carrier and transport method.

7.3 Transport damage is of no concern to TESS Danmark and must be notified directly to the carrier concerned.

8. Packaging

8.1 Packaging is not included in the price of the item and will be calculated separately.

9. Returns

9.1 Return of goods can be made free of charge subject to prior written agreement.

9.2 Returned items are credited with a maximum of 80% of the purchase price.

9.3 The following goods cannot be returned: custom-made goods, specially procured goods, goods with broken seals, goods in opened, damaged or non-original packaging, goods that have been used, and goods that have been damaged.

10. Payment

10.1 Payment terms are cash on delivery, if not otherwise agreed.

10.2 In case of late payment, TESS Danmark is entitled to charge interest. The interest rate applicable at any time is stated on the invoice.

11. Defects and complaints

11.1 The buyer is obliged to ensure, immediately upon receipt, that the delivery is free of defects and defects.

11.2 Any complaints on defects and quantity must be made within 8 days of receipt of the goods.

11.3 If defects or errors in quantity are detected, TESS Danmark may choose, at its own discretion within the borders of Denmark:

- either at no charge to the buyer to exchange the defective goods,
- or free of charge for the buyer to correct the defect or error
- or to grant the buyer a proportionate refusal in the price of the defect
- or to credit defective goods after the buyer on franco terms has returned the defective goods.

12. Responsibility for errors and omissions

12.1 TESS Danmark is responsible for construction, manufacturing and defects in materials used on the delivered goods for 12 months from the date of delivery.

12.2 TESS Danmark is obligated to remedy defects due to design, manufacturing or defects in materials used.

12.3 TESS Danmark is not liable if the product has been subjected to defective installation, faulty maintenance or treatment not complying with TESS Danmark's instructions.

12.4 In no case will TESS Danmark be liable for consequential damages, operating losses, costs associated with the dismantling and shipping of defective goods and other indirect costs for the buyer.

13. Product liability

13.1 Subject to mandatory law the following applies to TESS Danmark's product liability.

13.2 TESS Danmark is not liable for personal injury or property damage caused by the supplied goods unless it is proved that the damage resulted from willful misconduct or gross negligence of TESS Danmark or others for which TESS Danmark is responsible.

13.3 TESS Danmark is not responsible for economic loss, including operating loss, loss, loss and similar indirect losses.

To the extent TESS Danmark may be liable on product liability towards third parties, Buyer shall indemnify TESS Danmark to the same extent that TESS Danmark's liability is limited in accordance with the above.

13.4 If a third party makes a claim against one of the parties in respect of product liability, that party shall immediately inform the other party.

13.5 TESS Danmark's liability may in no case exceed DKK 10,000,000.00.

TESS Danmark and the buyer are mutually obliged to accept a lawsuit filed at any court or arbitral tribunal which deals with claims for damages raised against one of the parties on the basis of damage allegedly caused by the material.

14. Special conditions

14.1 Any and all deviations from these terms and conditions of sale and delivery must always be agreed in writing.

14.2 If special conditions are stated in the offer, these are always applicable, although they may differ from these terms and conditions of sale and delivery.

15. Personal data

15.1 TESS Danmark requires certain personal data in order to run its business. We are aware of the need for appropriate protection and proper treatment of all personal data that we receive. We collect only the personal data necessary to serve our business partners and solely in accordance with applicable law. Find our updated privacy policy online.

16. Choice of Law and Venue

16.1 Any disputes shall be exclusively governed by the Danish Court with jurisdiction of the Court in Kolding. However, TESS Danmark shall be entitled to file a lawsuit against the buyer at the buyer's home court.

16.2 Any dispute between the parties arising from the purchase and conditions connected hereto shall be settled according to Danish law and in consideration of the jurisdiction of said law. The United Nations Convention on contracts for the international sale of goods (CISG) shall not apply.

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