

Terms and conditions for:

Paneltim Agro Scandinavia, CVR NO. DK31075491

Unless otherwise stated in the offer, the following applies:

1. Offers

All offers are valid for 3 months.

2. Order Confirmation

All orders, including orders based on offers made by Paneltim Agro Scandinavia, must be confirmed in writing by Paneltim Agro Scandinavia for a binding supply agreement to be concluded. As for the final approval of the order, Paneltim Agro Scandinavia reserves the right to require that the Buyer provides guarantee from the Buyer's bank, or alternatively pays in advance for the delivery. Buyer shall immediately upon receipt of order confirmation / drawings approve these. If changes are made more than 8 days after this, Seller reserves the right to cover costs related to this.

3. Payment

Within 30 days before delivery – prepayment of 25%. 5 days before delivery - payment of last 75%.

Any delay in payment will cause interest, calculated as 1,5% per month.

If delivery includes mounting, this will be invoiced separately when completed and should be paid within 8 days after the invoice date.

4. Prices

All prices are without VAT. If the Buyer does not have a VAT number and is resided in the EU, 25% VAT will be added to the price.

5. Delivery

All prices are ex Belgium, unless otherwise agreed in writing. Incoterm FOB.

6. Delivery time - delay.

Conditions in NL92. (Nordic technical supply) are active. No day fines because of Seller's delay can be invoked unless it is agreed in writing.

7. Ownership

All deliveries remain Paneltim Agro Scandinavia property until the full purchase price has been paid.

8. Force majeure

Strike, lock-out, operational disruptions, delayed deliveries from subcontractors and the like. Prolong the delivery time accordingly. Likewise, by war, revolution etc. that impede the provision of materials, confiscation or requisition by the authorities.

9. Installation

Installation is not included in Paneltim Agro Scandinavia offers, unless this is explicitly stated in the agreement. The assembling instructions from Paneltim Agro Scandinavia must always be followed, otherwise Paneltim Agro Scandinavia product liability will disappear.

10. Responsibility for defects

If the Buyer claims a defect that the Seller has the responsibility for, the Seller has the right to remedy the defect by making repairs or replacement, provided that this can be done within a reasonable time after that the deficiencies have been invoked against the Seller.

The Buyer is obliged to tolerate the reasonable disturbance in operations that repairs or replacements cause.

Seller's liability with respect to defects and / or delays cannot exceed an amount corresponding to the purchase price ex. VAT.

Business interruption, loss of business profits or other indirect losses are not reimbursed.

If the Seller has made repairs or replacements, the Buyer cannot raise a claim against the Seller regarding compensation, proportionate reduction or the like.

11. Product liability

Seller is only liable for damage if it is proved that the damage was caused by negligence of the Seller.

Seller cannot be held responsible for a claim of product liability that exceeds the invoice amount ex. VAT.

Business interruption, loss of business profits or other indirect losses are not reimbursed.

If the Seller is liable to third parties for a direct or indirect loss it has suffered through damage caused by the Seller, the Buyer is obliged to indemnify the Seller for any amount the Seller has to pay in this regard.

The Buyer is obliged to be sued at the court where a claim by a third party against the Seller is being instituted, when the claim for compensation is made on the basis of the delivery.

12. Environmental conditions

Seller assumes no responsibility for the environmental aspects of the products purchased. The Buyer thus bears the full risk of ensuring that the product use is within the framework of general environmental regulations and other specific regulations which the Buyer's business / production is subject to.

13. Disputes - Applicable Law

Disputes arising out of the agreement or connected to the agreement cannot be tried in court but shall instead be settled by arbitration in accordance with the law on arbitration applicable in the Seller's country. All disputes arising out of the contract shall be judged by the law of Seller's country Denmark (Danish law).

14. Complaints

Buyer shall immediately upon receipt check the goods for damage and control the quantity. Complaints must be made immediately upon finding and always writing.