



CATO-TECH

General Conditions of Sale and Terms of Delivery

The General Conditions of Sale and Terms of Delivery detailed below shall apply unless otherwise agreed:.

- Prices:** The stated prices are net prices on the date of conclusion of the order exclusive of VAT and fob Odense. The price is valid until the goods are supplied, even if price increases may occur in the meantime. Consequently, only new orders placed after the price increase has come into force shall be charged at the new price.
- Dispatch:** All dispatches are made for the Buyer's account and at his risk. This also applies in case delivery carriage paid to the Buyer's address, railway station or another agreed address has been agreed. If the Buyer wants transport insurance to be taken out, this must be requested separately.
- Delivery:** The stated times of delivery are estimates; the Seller shall comply with them as far as possible. However, the Seller undertakes no liability for any possible delays in delivery.
- Force majeure:** As regards delays and deficiencies, all reservations are made in case of force majeure. Force majeure includes strike, lock-out, war, state of emergency, fire, explosion, transport obstacles, rejection of major works and any other such circumstances which are beyond the Seller's control.
- Payment:** Payment 30 days net.
In case of payment after 30 days, 2 % interest shall be charged for each month or part there off from the due date onwards.
- Property reservation:** Until the delivered items have been paid for in full, the delivered items shall remain the Seller's property to the extent such property reservation is legal under the general rules of Danish law. Any dispute between the parties shall be decided by the Court of Odense, Denmark, as the court of first instance and all and any legal issues that may arise in connection with the delivered items shall be decided in accordance with Danish law, unless otherwise explicitly agreed.
- Returns:** Goods cannot be returned.
- Deficiencies:** The Seller's liability for deficiencies is limited to remedial action or a replacement delivery, or – if the Seller so chooses – a refund of the invoice price. Consequently, liability does not include operating loss, loss of profit or other direct loss.
- Product liability:** The Seller is only liable for the damage or injury caused by the sold item if it can be documented that the damage or injury was caused by an error made by the Seller or his staff. However, the Seller shall never be liable for operating loss, loss of profit or any other indirect loss or cost.
- Disputes:** Any dispute between the parties shall be settled in Denmark in accordance with Danish law before the Court of Odense, Denmark.
- Restriction of liability:** The Seller's liability for damage to property cannot exceed DKK 2,500,000.00 and for injury to persons DKK 5,000,000.00.
- Complaints:** Complaints must be made in writing within 14 days of receipt of the goods. Consequently, the Buyer must inspect and test the goods upon receipt. A complaint does not entitle the Buyer to cancel the order or withhold payment.

Unless otherwise specified above or in a separate written agreement or as an endorsement on the invoice overleaf, NL 85, items 2 to 39, both inclusive, shall apply between the parties.