

Sales and delivery terms

Background

Nordtronic A/S sells/delivers goods to companies in the electricity business. This can involve warehouse clearance sales or goods acquired for the buyer from domestic or international suppliers.

1. Application validity

All deliveries shall be made in accordance with the stated terms of sale and delivery, unless agreed and expressly stated otherwise in the offer / order confirmation.

Offers are only valid for two weeks from the date of issue, i.e. the customer's acceptance must be received by Nordtronic A/S no later than two weeks from the date of issue.

2. Drawings etc.

All drawings, sketches, technical specifications, etc. shall remain the property of Nordtronic A/S and may not be copied or distributed to any third party unless agreed in advance. Any such agreement must be specified in the offer/order confirmation.

3. Delivery

Unless otherwise agreed delivery is made 'ex works' Nordtronic A/S' production facility in Denmark or its own warehouse.

Nordtronic A/S reserves the right to make partial deliveries.

4. Prices

All prices are 'ex works' Nordtronic A/S's production facility in Denmark or its own warehouse.

Should changes in material prices, wages, customs duties and taxes, etc. occur between the date of the offer and the delivery, Nordtronic A/S reserves the right to coverage of the documented expenses.

The same is true of currency and exchange rate fluctuations of more than 5% when the price is only expressed in DKK.

In the event of surcharges resulting from disruptions or blocked transportation routes etc., seller is entitled to adjust the price accordingly.

For deliveries for which no price has been agreed, the prices stated in the net price list issued by Nordtronic A/S shall apply.

5. Payment

The payment terms appear in the existing contract.

Should buyer fail to pay the full amount on time, seller may as per the due date charge interest of 1.25% per started month + a collection fee of DKK 310.

6. Retention of ownership

Nordtronic A/S reserves the right to the sold goods until such time as the full amount is paid plus accrued expenses and interest.

7. Delivery time

Unless otherwise stated, delivery shall be made as quickly as possible. If a delivery week is stated, deliveries made on the last day of the stated delivery week shall be considered on time.

Nordtronic A/S may request postponement of the delivery time in the following cases:

1. when the buyer wishes to make changes to the delivery in relation to the issued order confirmation;
2. in case of delivery delay over which Nordtronic A/S has no influence;
3. in case of force majeure, cf. item 14;
4. in case the delivery has to be stopped or postponed by order of the authorities.

8. Delay

If a delivery is delayed by more than two weeks, buyer is entitled to cancel the agreement on condition that buyer has filed a complaint immediately after the occurrence of the delay.

If the delay only affects part of the delivery, buyer may only cancel the agreement for that part.

In case of delay in relation to the stated delivery time for procurement orders, buyer's rights shall be restricted to the rights that Nordtronic A/S can exercise vis-à-vis the subsupplier. Nordtronic A/S is not liable towards the buyer as a result of delay, unless buyer can document that the delay is solely due to error or negligence on the part of Nordtronic A/S. In such cases, buyer may only be refunded what is considered fair reimbursement of documented loss.

9. Claim default

If buyer should fail to collect the ordered goods on the delivery date according to the agreed terms, Nordtronic A/S may store and insure the goods at buyer's expense.

Should buyer still fail to collect the ordered goods after written notice, Nordtronic A/S may resell the ordered goods at buyer's expense. In the event the sale does not bring in the amount agreed in the first agreement, buyer may be charged the loss plus any expenses incurred in conjunction with the sale to a third party.

10. Errors and defects

On delivery, buyer shall immediately inspect the delivered goods with due care and diligence.

In the event of errors and damage that are not owing to transportation, buyer must inform Nordtronic A/S immediately of the scope of such errors / damage.

Within a period of 12 months of the delivery date, Nordtronic A/S is obligated to replace/repair the delivered item in accordance with the warranty agreement in effect at any given time. This obligation only applies for goods delivered and produced by Nordtronic A/S and also covers the costs of a new shipping to the recipient.

Guarantee on LED light sources produced by Nordtronic A/S is only valid when used with lighting fixtures manufactured and supplied by Nordtronic A/S.

Nordtronic A/S is not liable to pay other costs in connection with the delivery, i.e. wages, demurrage, per diem expenses and wages in connection with exposure or establishment of the problem.

Nordtronic A/S is responsible for remedying errors / defects if buyer can document that the enclosed storage, use and installation instructions were observed.

Nordtronic A/S shall not bear any further responsibility for the delivered material. Therefore, buyer may not cancel the purchase or make any claims for compensation. Furthermore, buyer may not withhold, in part or in full, any outstanding amount owed.

11. Returned goods

Ordered and delivered goods may only be returned according to the terms agreed with Nordtronic A/S.

On returning goods ordered, buyer should expect extra handling expenses in the amount of 20% of the invoiced amount, and minimum DKK 149.

Procurement parts may not be returned.

12. Product liability

Buyer shall indemnify Nordtronic A/S to the extent buyer is found to have liability towards a third party which is not covered by our sales and delivery terms.

Seller is not liable for damages caused by the sold product.

Nordtronic A/S is not liable for damages caused by the sold product to:

1. property or movables that is incurred while the material is in buyer's possession.
2. products manufactured for buyer or to products of which these are a part or damage to property or movables that these products cause.

Nordtronic A/S' compensation liability for material damage cannot, at any time, exceed DKK 1 million per order.

13. Limitation of liability

Regardless of the terms set out above, and irrespective of any established negligence or lost arbitration proceedings, Nordtronic A/S shall not, at any time, be liable for operating losses, loss of profit, loss of earnings or indirect losses or consequential damages of any kind, regardless of whether the liability is based on ordinary rules for compensation or other grounds. The liability restriction set out in item 13 shall also apply for the text in item 12.

14. Force majeure

Nordtronic A/S shall not bear liability towards buyer in case of war, riot, civil unrest, government intervention or intervention from another public authority, fire, strike, lockout, import or export bans, a supplier's faulty delivery or failure to deliver, shortage of labour, fuel, driving force or any other factor over which Nordtronic A/S has no control and which prevents or delays production and delivery of the goods sold.

15. Jurisdiction / venue

Any disputes between the parties shall be settled through arbitration in accordance with Danish law and according to the rules of the Danish Institute of Arbitration.