



TERMS OF DELIVERY

The below-mentioned terms apply to all deliveries unless any other written agreement is present. Special terms on the buyer's part, specified in the buyer's order, are not binding on us, unless we have given our consent in writing.

OFFER

Offers remain in force for 30 days from the date of the offer and is given without any obligation and with subject to prior sale. The prices stated are excl. value added tax and possible other expenses.

ORDERS

Any order is noted in subject to strike, lockout, war, warfare and other force majeure. Purchase is final, when DALMATIC has approved the order either by forwarding the order confirmation or invoice. We reserve the right to change a stated price in the order confirmation, unless changes in exchange rates, duties, taxes and transport costs occurs and/or change of prices from our supplier and increase of working incomes, materiel expenses and similar, just as reservations are to be made concerning changes in trade conditions. This matter also concerns regularly deliveries in regard to the part of the delivery, which at the time of a possible delivery still hasn't been delivered.

DELIVERY, SHIPMENT

Our terms of delivery are ex work our address in Lystrup.

Shipment is at the buyer's account and risk. In case we haven't received any instruction of shipment in writing, transportation will be chosen on our judgement.

PAYMENT

Our terms of payment are 30 days net. Expiry of the day of payment will be charged cf. Interest Legislation § 5. The buyer is not entitled to detain any payment because of possible counterclaim not approved by us.

COMPLAINTS

Complaints not included in our full faith-and-credit obligations shall occur within 8 days after the receipt. Goods already delivered are only to be returned by prior agreement and only to an invoice price minus 15 % of the invoice amount and delivered to our address carriage paid.

Special manufactured or ordered goods are not to be returned. The returned goods shall be accompanied by a delivery note that refers to the agreement entered, just as the number and date of the invoice, alternatively our delivery note number and date shall be quoted.

GUARANTEE

Our guarantee period remains in force for 1 year after the goods are put into service – however latest 15 months after the delivery. We are obliged to remedy defects caused by construction failure, failure of manufacture or material defects, as the remedy in that case is at the seller's account. The guarantee will be withdrawn if the goods have been exposed to incorrect mounting, defective maintenance, natural abrasion, unfit lubricant, wrong choice of components, incorrect treatment or other cause out of our influence.

The transportation and insurance costs emerged in connection with the reconditioning, including possible travelling expenses, residence expenses etc. – as well as possible expenses in connection with dismantling and mounting are at the buyer's account. Defective goods shall be returned to our address in Lystrup at the buyer's account. Repairs and parts of compensation apply to the above-mentioned terms of delivery concerning delivery time and responsibility.

ARBITRATION CLAUSE

All disputes arising from agreements entered at the approval of our offer or receipt of our order confirmation shall be settled by arbitral award in accordance with the law of arbitrators appointed by the court of Aarhus.

SPECIAL TERMS

Where the above-mentioned terms of delivery are inapplicable we refer to "ordinary terms of delivery concerning supplies of machinery and other mechanical and electrical equipment, NLM 94".