

Terms and conditions of sale and delivery

The following terms of sale and delivery apply to all deliveries and orders, unless there is another written agreement between the parties.

1. Orders

BSB Industry A / S's services include only the parts specified in the order confirmation. Drawings, illustrations and technical data in catalogs etcetera, if any, solely serve as general guidance, and BSB Industry cannot be held responsible for any errors or misinterpretations in this material.

In case BSB Industry's order confirmation does not match the buyer's order, the buyer must immediately make a complaint. Otherwise, the buyer will be bound by the content of the order confirmation. The due date for complaints is 48 hours from receipt of order confirmation.

2. Price and payment

Prices in quotations, order confirmations and contracts are daily prices, unless the order is subject to a given, binding offer, excl. VAT, taxes and assembly. BSB Industry reserves the right to change prices in the event of significant changes in production costs, labor wages, raw materials, subcontracting and exchange rates.

The customer must pay all invoices for services in accordance with agreed payment terms unless the parties have agreed otherwise in writing.

3. Delivery

The estimated delivery time is shown in the written order confirmation. Terms of delivery are ex-works in accordance with Incoterms 2010, unless otherwise agreed in writing. Delivery is considered to have taken place when the buyer has taken possession of the goods or this has been handed over to the first foreign carrier.

4. Late payment

Payment must be made in accordance with the payment terms in force at any time. The buyer is not entitled to set off with any counterclaim not recognized by BSB Industry.

In case of late payment, interest will accrue at a rate of 1% per month from due date until payment is made. BSB Industry maintains the right of ownership to the goods until the full amount incl. interest is paid.

5. Complaints

Complaints about defects or damage in a delivery must be made immediately, without undue delay after the defect is found and no later than 5 days after the delivery is received. Returns of goods will only be accepted upon prior written agreement. The buyer may not approve shipping letters or the like upon receipt of damaged goods, in which case it is at the buyer's own risk, as the receipt is thereby accepted.

BSB Industry's liability for defects in the delivered goods is limited to redelivery or replacement of the defective items. The compensation cannot exceed the purchase price for defective parts. BSB Industry is not liable for operating losses, time losses, loss of profits and other direct losses.

6. Product liability

BSB Industry is only liable for damages if it is proven that the damage is due to errors and negligence committed by BSB Industry. BSB Industry has taken out product liability insurance in Denmark, for personal and property damage respectively, and cannot meet a claim in a single case that exceeds the amount in the policy.

In case BSB Industry is found liable for product liability to third parties for direct or indirect loss suffered by it in the event of injurious events, the buyer is obliged to be sued in the court which may treat the claim for damages raised by third parties against BSB Industry on the basis of the damage that third parties claim is caused by the delivery. BSB Industry is not liable and does not compensate for operating losses, time losses, loss of profits and other direct losses.

7. Disclaimer (Force Majeure)

The following circumstances result in discharge and releases BSB Industry from liability when they occur after the conclusion of the agreement and prevent it from being fulfilled. Walkouts, strikes, lockout and any other circumstance that BSB Industry could not reasonably foresee, e.g. fire, machine damage, currency restrictions, lack of transport and failed delivery from BSB Industry's main and / or subcontractors. Operating losses, time losses, loss of profits and other indirect loss of profits are not compensated.

8. Applicable law and jurisdiction

The parties' cooperation is in all respects subject to Danish law.

Any dispute that may arise in connection with the parties' cooperation must be settled by a Danish court.