

Terms and Conditions of Sale and Delivery

The following Terms and Conditions of Sale and Delivery applies to all quotations, sales, and deliveries of products, unless otherwise agreed in writing between BSB Industry A/S, CVR No. 25631587 / BSB Poland Sp. z o.o., NIP No. 9562246142 (hereinafter referred to as "BSB Industry") and the buyer (hereinafter referred to as the "Buyer")

1. Orders

BSB Industry's services only include the parts specified in the order confirmation. Any drawings, illustrations, and technical data in catalogs, etc., are for guidance only, and BSB Industry cannot be held liable for any errors or misinterpretations in this material.

If BSB Industry's order confirmation does not match the Buyer's order, the Buyer must notify BSB Industry immediately. Otherwise, the Buyer will be bound by the contents of the order confirmation. The deadline for complaints is 48 hours from receipt of an order confirmation.

BSB Industry performs tasks based on total order value. To ensure efficient and consistent handling of all tasks, BSB Industry operates with a minimum invoice amount per order.

2. Price and payment

Prices stated in quotations, order confirmations, and contracts are current prices at the time of issuance, unless the order is covered by a binding offer previously submitted. All prices are exclusive of VAT, duties, and installation. BSB Industry reserves the right to adjust prices in the event of material changes in production costs, labor costs, raw materials, subcontracted supplies, and exchange rates.

If credit insurance for the Buyer cannot be obtained on customary terms, or if the Buyer's creditworthiness deteriorates after the conclusion of the agreement, BSB Industry may require prepayment prior to delivery.

The Buyer shall pay all invoices for services in accordance with the agreed payment terms, unless otherwise agreed in writing by the parties.

To cover fixed costs associated with planning, production, and administration, a minimum invoicing amount of DKK 3,000 (exclusive of VAT) applies per order. Orders with a lower total value will be invoiced at this minimum amount.

3. Delivery

The delivery time will always be an estimate and be stated in the written order confirmation. Delivery terms are EXW in accordance with Incoterms® 2020, 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 given time. The Buyer is not entitled to set off any counterclaims not recognized by BSB Industry.

In case of late payment, interest will accrue at a rate of 1.5% per month from the due date until payment is made. BSB Industry retains title to the goods until the full amount, including interest, has been paid.

5. Obligation of Inspection and Claims

Upon receipt, the Buyer must immediately inspect the delivery for defects. Any claims relating to defects or damage to a delivery must be made without undue delay after the defect has been discovered and no later than five days after receipt of the delivery.

If a defect only becomes apparent later despite careful inspection, the Buyer must notify BSB Industry immediately after the Buyer becomes aware of the defect, or should have become aware of the defect. In all cases, the Buyer may invoke a defect no later than six months after delivery. If the Buyer fails to submit a claim without undue delay as prescribed above, the Buyer forfeits the right to make claims against BSB Industry regarding the relevant defect or deficiency.

Returns of goods will only be accepted after 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 replacement of or compensation for the defective items. No compensation will exceed the purchase price of the defective parts.

BSB Industry's liability does not include:

- a. corrosion damage where the material used has been supplied by the Buyer, or where processing or other treatment of the products has been carried out in accordance with the Buyer's instructions.
- b. Damage resulting from improper storage, handling, or use.
- c. Damage resulting from abnormal operating conditions.
- d. Damage to products attributable to the Buyer's design, the Buyer's specification of materials, or the Buyer's instructions regarding the method of processing.

In addition, the general limitation of liability applies.

6. Product liability

BSB Industry is not liable for damage caused to other items or real estate after delivery and while the goods are in the Buyer's possession. Nor is BSB Industry liable for damage to products manufactured by the Buyer or to products of which the Buyer's products form a part. BSB Industry is solely liable for product liability to the extent such liability arises from mandatory and non-waivable product liability legislation.

BSB Industry's product liability for product-related damage shall be limited to DKK 10 million per calendar year.

To the extent that BSB Industry is held liable for product liability claims asserted by third parties, the Buyer is obliged to indemnify BSB Industry to the same extent that BSB Industry's liability is limited under these Terms and Conditions.

These limitations on BSB Industry's liability do not apply if BSB Industry's product liability can be attributed to gross negligence or intent.

If a third party asserts a product liability claim against either party, that party must immediately inform the other party thereof. The parties are obliged to submit to the jurisdiction of the court hearing the product liability claim brought by the third party. The legal relationship between the Buyer and BSB Industry shall in all cases – including in relation to dispute resolution – be governed by these terms and conditions.

The general limitation of liability shall also apply to product liability.

7. General Limitation of Liability

BSB Industry's liability will in all cases be limited to direct losses only.

BSB Industry will not be liable for loss of production, loss of profits, loss of use, loss of business opportunities, loss of data, loss of anticipated savings, or any other indirect, incidental, or consequential damages.

8. Special Provisions Regarding Tests

The Buyer shall indemnify and hold BSB Industry harmless from and against any and all costs and losses arising out of or caused by any form of testing (for example, tensile testing) performed in accordance with the Buyer's specifications.

The foregoing applies regardless of whether the product has been manufactured by BSB Industry, supplied, forwarded, or designated by the Buyer for testing.

9. Force Majeure

The following circumstances shall constitute events of force majeure and will release the parties from liability if they prevent performance of the agreement or render performance unreasonably burdensome: labor disputes and any other circumstances beyond the reasonable control of the parties, including but not limited to fire, war, terrorism, mobilization or unforeseen military call-ups of a similar scope, requisition, seizure, currency restrictions, riots and civil disturbances, international blockades, shortage of transportation capacity, general shortage of goods, restrictions on power or energy supplies, extraordinary interventions by EU authorities or other authorities, governmental regulations, pandemics, as well as defects in or delays of deliveries from subcontractors caused by any of the circumstances listed in this clause.

The circumstances will only constitute force majeure to the extent that their effect on the performance of the agreement could not reasonably have been foreseen at the time the agreement was entered into.

If such circumstances occur on the part of the Buyer, the Buyer must cover BSB Industry's costs for securing and protecting the goods for the duration of the circumstances.

If performance of the agreement is prevented for more than six months due to any of the above circumstances, either party will be entitled to cancel the unperformed part of the agreement without liability.

Each party shall, without undue delay, notify the other party if one or more of the above circumstances occur.

10. Confidentiality

Technical, commercial, and financial information, as well as any information designated as confidential or which by its nature must be regarded as confidential, whether disclosed in writing or orally by one party to the other, shall be treated as confidential.

Such information may not be used for any purpose other than the purpose for which it was disclosed without the prior consent of the disclosing party.

The information may not be disclosed, communicated, or otherwise made available to any third party without the prior consent of the disclosing party.

11. Governing Law and Venue

The parties' cooperation is in all respects governed by and construed in accordance with Danish law.

If the Buyer is domiciled in the EU or Norway, any dispute shall be finally settled by the District Court of Odense, Denmark.

If the Buyer is domiciled outside the EU and Norway, any dispute arising between the parties, including disputes concerning the existence or validity of these Terms and Conditions, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in Copenhagen, Denmark, in accordance with the rules of the Danish Institute of Arbitration in force at the time the arbitration is commenced. The language of the arbitration proceedings must be English.

Do you have a question regarding our Sales and Delivery Terms?

Read our terms and conditions of sale and delivery at BSB Industry. Do you have any questions?

Contact Claus Iwersen at +45 21 93 90 43 or ciw@bsb-industry.com.