



**Advania Danmark A/S**  
**Terms and conditions of sale and delivery**



**Partnership** beyond technology

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## 1 VALIDITY

1.1 These terms and conditions of sale and delivery are applicable to all offers, sales, and deliveries made by Advania Danmark A/S, unless otherwise agreed in writing in each individual case.

## 2 OFFERS

2.1 Advania Danmark A/S' offers expire without further notice if written acceptance is not received by the company within 30 calendar days from the date of the offer.

2.2 Offers are subject to prior sale.

2.3 Offers expire without further notice if Advania Danmark A/S, based on its right to prior sale, enters into an agreement with a third party.

2.4 Offers for products that are not in stock are made on the condition that the product can be obtained by Advania Danmark A/S on the terms specified by the company.

2.5 Offers can only be accepted as a whole, and the recipient of the offer cannot choose to accept only parts of an offer.

## 3 PRICE

3.1 All prices are in Danish kroner and exclusive of VAT.

3.2 "Cost price" shall mean the Supplier's actual purchase price plus handling fees, freight, and insurance.

3.3 Until delivery has taken place, the buyer is obliged to accept any changes in price resulting from increased costs for Advania Danmark A/S due to changes in customs, taxes, and duties, etc.

3.4 Advania Danmark A/S is entitled to increase the price if the company's supplier prices/purchase prices increase between the date of the company's offer and delivery.

3.5 Payment is made in foreign currency if the transaction is entered into in such currency.

3.6 If the transaction is conducted in Danish kroner based on a foreign exchange rate, the sales price is adjusted by the difference between the exchange rate in the offer/order confirmation or, in the absence thereof, the rate that was applicable at that time, and the rate paid by Advania Danmark A/S in its foreign exchange purchase, timed and limited until the 2nd business day after Advania Danmark A/S receives the buyer's timely payment. In the case of instalment payments, the exchange rate difference is proportionally allocated between the down payment and the financing amount.

## 4 PAYMENT

4.1 Payment must be made no later than the date specified in the order confirmation or invoice. If no latest payment date is specified, the buyer is obliged to make cash payment upon delivery.

4.2 The buyer is obliged to make any payment to Advania Danmark A/S as agreed, even if delivery is postponed due to the buyer's circumstances.

4.3 The buyer is obliged to make effective payment and can only, if agreed in writing, settle the purchase amount in whole or in part by set-off, security, etc.

4.4 The buyer is not entitled to withhold or deposit the purchase amount in whole or in part as security for the fulfilment of any claim against Advania Danmark A/S.

4.5 In case of the buyer's delayed payment, Advania Danmark A/S is entitled to demand interest on its receivables at a rate of 2% per month from the due date.

## **5 DELIVERY**

5.1 Unless otherwise agreed in writing, delivery is made Ex Works (EXW) to the buyer's address.

5.2 The buyer is responsible for ensuring direct and unhindered access to the buyer's address.

5.3 Unless otherwise agreed in writing, delivery is made only to an area located on the ground floor.

5.4 Delivery is assumed to be possible within normal business hours (8:00 am to 4:00 pm).

5.5 The delivery time is determined by Advania Danmark A/S to the best of its knowledge and taking into account the circumstances that were known to the company at the time the offer was made. Advania Danmark A/S is entitled to postpone delivery in the event of changed circumstances, without the buyer being entitled to claim default remedies as a result.

5.6 Delivery and compliance with the delivery time are conditional upon the buyer having fulfilled its contractual obligations prior to delivery.

5.7 If delay in delivery time is due to Advania Danmark A/S being in a situation as described in section 11.02, delivery time will be postponed for the duration of the impediment. If the impediment persists for more than 6 months, Advania Danmark A/S is entitled to cancel the agreement without incurring liability. This provision applies regardless of whether the reason for the delay occurs before or after the agreed delivery time.

## **6 INSTALLATION, ASSEMBLY, ETC.**

6.1 The buyer is responsible for and bears the costs of providing adequate supplies for the sold product, including electricity, ventilation, water, etc.

6.2 If the offer/order confirmation specifies that the purchase price also includes assembly, Advania Danmark A/S has the sole right to appoint the installer/carry out the assembly.

6.3 Regardless of whether Advania Danmark A/S has arranged for the placement of the sold product, assembly, etc., Advania Danmark A/S is in no way liable for whether the placement of the sold product unintentionally affects the buyer's equipment, installations, buildings, floors, etc. or is otherwise affected by them.

6.4 Advania Danmark A/S, regardless of whether the company has suggested the placement of the sold product, has carried out assembly, etc., is not liable for the suitability, stability, etc. of the buildings, floors, and other building components, and any consequences thereof.

6.5 The buyer is responsible for ensuring that all necessary permits are obtained well in advance of delivery. Advania Danmark A/S is not liable for any lack of permits, and the buyer is not entitled to refuse delivery or claim other default remedies on the grounds of a lack of permits.

6.6 The buyer is responsible, at its own expense, for ensuring that the climate, air, and ventilation conditions of the premises are adapted to the nature of the sold product.

6.7 If, according to the offer or order confirmation, Advania Danmark A/S is obliged to assist with the commissioning of the sold product, the buyer is obliged, at its own expense, to ensure that all necessary materials, including necessary assistance, etc., are available.

## **7 PACKAGING**

7.1 Packaging is only returned if this has been agreed in writing.

## **8 RETENTION OF OWNERSHIP**

8.1 Advania Danmark A/S reserves ownership of the sold product, including instruction material, etc., until the purchase price, plus interest and any costs, has been paid.

8.2 In the event of conversion or processing of the sold product, the retention of title remains in force, so that it applies to the converted or processed object to the extent that it represents the value of the sold product at the time of sale.

8.3 The Buyer is obliged to insure the sold goods properly and, upon request, provide an insurance declaration. Unless otherwise agreed in writing, the insurance shall come into effect upon delivery. If the Buyer fails to take out the insurance or to provide the insurance declaration, Advania Danmark A/S is entitled to do so at the Buyer's expense. If this is the case, Advania Danmark A/S shall not be liable for the terms and conditions of the insurance.

8.4 Advania Danmark A/S may require the Buyer to sign a purchase agreement containing a provision for retention of title drafted by the company.

## **9 DESCRIPTIONS ETC.**

9.1 Drawings, specifications, etc. provided by Advania Danmark A/S before or after the submission of an offer remain the property of the company and may not be disclosed or otherwise misused.

9.2 Advania Danmark A/S is entitled to make changes to agreed specifications, including the selection of another machine, without prior notice to the Buyer, if this can be done without significant disadvantage to the Buyer.

9.3 Information and specifications are for guidance only.

## **10 DEFECTS AND CLAIMS**

10.1 The Buyer is obliged to carry out a comprehensive inspection of the goods immediately, and no later than 48 hours after delivery.

10.2 If the Buyer fails to carry out the inspection referred to in clause 10.01, the Buyer may not later rely on defects in the goods that could or should have been discovered during the inspection.

10.3 If the Buyer wishes to claim a defect, the Buyer must immediately, after the defect has been discovered or should have been discovered, give Advania Danmark A/S written notice thereof and specify precisely the nature of the defect. If the Buyer has discovered or should have discovered the defect but fails to give notice as specified above, the Buyer may not later rely on the defect.

10.4 Defects that can be directly or indirectly attributed to overload, unusual use, inadequate maintenance or operation, use of incorrect lubricants, foundations, or ordinary wear and tear, cannot be claimed by the Buyer, regardless of whether Advania Danmark A/S has given a warranty.

10.5 Advania Danmark A/S shall not be liable for defects that can be directly or indirectly attributed to parts not supplied by the company.

10.6 Defects in the goods will, at Advania Danmark A/S's discretion, be remedied or the goods will be replaced. After remediation or replacement has taken place, the Buyer shall not be entitled to exercise any rights of default, including compensation.

10.7 If Advania Danmark A/S considers that it is not appropriate to remedy the defect at the Buyer's premises or at the place where the goods are installed, the Buyer shall return the goods or parts thereof, at Advania Danmark A/S's expense, to a location designated by Advania Danmark A/S.

10.8 Defective or faulty parts are the property of Advania Danmark A/S and must be made available to Advania Danmark A/S by the Buyer.

10.9 Advania Danmark A/S has the exclusive right to remedy defects. Any modification or intervention by the Buyer in the goods therefore releases Advania Danmark A/S from any obligation.

10.10 The Buyer accepts that remediation or replacement due to the nature of the defect, the character of the goods, know-how, etc., may delay the Buyer's use of the goods without the Buyer being entitled to make any claim whatsoever in this regard.

10.11 Advania Danmark A/S is not liable for the suitability of the sold goods for specific tasks.

10.12 The sold goods are sold as seen, and the buyer is aware that Advania Danmark A/S has no liability unless otherwise expressly stated in the offer or order confirmation.

10.13 Any warranty provided by Advania Danmark A/S is personal to the buyer and cannot be assigned to any third party.

## **11 LIMITATION OF LIABILITY**

11.1 Advania Danmark A/S is not liable for operating losses, operational disturbances, raw material losses, loss of profits, or other indirect losses due to delays or defects in the sold goods.

11.02 The following circumstances exempt Advania Danmark A/S from liability if they prevent the fulfilment of the agreement or make the fulfilment particularly burdensome: labour conflicts and any other circumstance beyond the control of the parties, such as fire, war, mobilization, or unforeseen military call-ups of equivalent scope, requisition, seizure, currency restrictions, rebellion and unrest, legal intervention, or intervention by local authorities, rejection of major works, lack of transport, general scarcity of goods, restrictions on driving force, and defects or delays in deliveries from subcontractors caused by any of the circumstances listed in this section.



11.03 If timely delivery without defects is temporarily prevented due to the circumstances listed in section 11.02, the delivery time is extended by the number of days the circumstances persist. However, Advania Danmark A/S's delivery within 3 weeks after the cessation of the circumstances is considered timely delivery.

11.04 Advania Danmark A/S is entitled to cancel an agreement without liability if one or more of the circumstances listed in section 11.02 have lasted for 6 months.

## **12 RETURNS**

12.01 The sold goods are only accepted for return after prior written agreement.

12.02 If there is a written agreement for return, transport to Advania Danmark A/S or the location designated by the company is at the buyer's expense and risk. To the extent that Advania Danmark A/S incurs shipping costs, etc., the company is entitled to demand reimbursement from the buyer and offset these against any claims the buyer may have against Advania Danmark A/S.

## **13 PRODUCT LIABILITY**

13.01 Advania Danmark A/S is only liable for personal injury if it is proven that the injury is caused by an error or negligence committed by Advania Danmark A/S or others for whom it is responsible.

13.02 Advania Danmark A/S is not liable for damage to real estate, movable property, or persons occurring while the sold goods are in the possession of the buyer. Advania Danmark A/S is also not liable for damage to products manufactured by the buyer or to products in which they are incorporated.

13.03 Advania Danmark A/S is not liable for operating losses, lost income, or other indirect losses.

13.04 If Advania Danmark A/S is held liable for product liability to a third party, the buyer is obligated to indemnify Advania Danmark A/S in all respects.

13.05 If a third party makes a claim against the buyer for liability under this section, the buyer is obligated to immediately notify Advania Danmark A/S in writing.

13.06 The buyer is obligated to allow himself/herself to be sued/summoned by the court or arbitration court that considers the claim for damages brought against Advania Danmark A/S based on a claim of damage allegedly caused by the sold goods.

## **14 TRANSFER OF RIGHTS AND OBLIGATIONS**

14.01 Advania Danmark A/S is entitled to transfer all of the company's rights and obligations to a third party with a releasing effect.

## **15 RIGHT OF RETENTION**

15.01 Under no circumstances is the buyer entitled to exercise a right of retention on property belonging to Advania Danmark A/S.

## **16 CONFIDENTIALITY**

16.01 Under no circumstances is the buyer entitled to disclose or exploit information that the buyer has acquired in connection with negotiations or agreements with Advania Danmark A/S.

## **17 DISPUTES**

17.01 Any disagreement between Advania Danmark A/S and the buyer shall be settled under Danish law with the court in Lyngby as the agreed jurisdiction.