

# Terms of sale and delivery

## 1. Use

1. These Terms of sale and delivery apply to all quotes, orders and deliveries to the extent that they are not departed by any other written agreement between the parties.
2. The following applies where otherwise not expressly waived by the HJ technique's order confirmation or by this general terms of sale and delivery:
  1. When repairing NR06
  2. For delivery and installation of products – NLM94.
  3. For maintenance and repair – NU06.

In the event of any discrepancy between the abovementioned general conditions – NR06, NLM94 and NU06 – and these general terms and conditions of sale and delivery of the HJ technique, the latter shall prevail.

## 1. Deals and Prices

1. All offered and agreed prices are in force exclusive of VAT.
2. HJ technique is entitled to compensation for cost increases in the period after the offer date as a result of changes in exchange rates and public taxes and charges. Also be subject to intermediate sales.
3. Offers are valid for up to 1 month from the date of printing, unless otherwise expressly agreed.
4. To have external subcontractors be charged to their list price.

## 1. Delivery and transport

1. Delivery is done "Ex Works" according to Incoterms 2000, unless otherwise agreed.
2. Quoted delivery times are indicative as a starting point. In the absence of a fixed delivery agreement, the delivery time from the date on which the final order has been confirmed by the HJ technique and all the information necessary for the implementation of the delivery shall be taken into account.

## 1. Billing and payment

1. Ongoing work is billed monthly.
2. Unless otherwise stated on the invoice, the entire invoice amount is due to pay net cash on the invoice date. The invoice does not indicate any cash discount.
3. Minor faults and deficiencies, and any delays in delivery, are not warranted for the withholding of any part of the payment.
4. From the due date, a penalty of interest of 1.5% per commenced month is calculated. A reminder fee of USD 75.00 is calculated when you send the reminder.

## 1. Return

1. Delivered goods shall only be returned after a separate, prior written agreement with the HJ technique. Production items and obtain goods are not returned.

## **2. Liability for defects**

1. To the original purchaser, HJ technique warrants that the goods supplied are defective.
2. The buyer must bear the costs and the risk of transport of all erroneous parts to the HJ technique, while the HJ technique must bear the costs and the risk associated with the transport of the exchanged or repaired parts for the purpose specified in the agreement; The place of destination or, if not indicated, to the place of delivery. When the HJ technique has received written complaints under NU06 and NR06, the defect must be remedied as soon as the circumstances require. If the HJ technique carries out the abovementioned repairs to the purchaser, the buyer must bear the travel costs, allowances, travelling expenses and hotel accommodation for the HJ technician staff. The buyer must also bear the costs of dismantling and installation.
3. The seller's responsibility to fulfil his obligations with regard to the rectification of defects shall cover only those goods supplied by the seller.

## **1. Liability for damage caused by the equipment (product liability)**

1. Notwithstanding the provisions of NL92, paragraphs 36 to NLM94, paragraph 67, the following shall apply:
2. HJ Teknik is responsible for personal injury in accordance with Law No. 1. 371 of the 7th June 1989 on product liability, except that any compensation for damages should be limited to a maximum of DK 5,000,000.00 per injured victim.
3. In the case of damage to movable and immovable property, HJ technique shall be solely responsible if it is shown that the damage was caused by the maladministration of the HJ technique or other for which the HJ technique is responsible. Liability for such damage shall be limited to a maximum of DK 5,000,000.00 per injury.
4. To the extent that HJ engineering may be subject to liability for damage or personal injury to a third party, the buyer is obliged to indemnify the HJ technique, to the extent that the responsibility of the HJ technique exceeds DK 10,000,000.00.

## **1. Applicable law and venue**

1. All disputes relating to orders or contracts shall be determined in accordance with Danish law in the Maritime and Commercial Court of Copenhagen, regardless of whether the case is being seized by the buyer or by the HJ technique.

In doubt, please contact us by phone + 45 7778080. Mail [Henrik@hjtm.dk](mailto:Henrik@hjtm.dk)