

BELKI teknik ApS

TERMS AND CONDITIONS OF SALE AND DELIVERY

1 USE

- 1.1 The following general terms and conditions of sale and delivery shall apply in so far as they are not waived by written agreement between the parties.

2 ADVICE AND QUOTATIONS

- 2.1 BELKI teknik only provides advice to the buyer within its own area of expertise and to the best of its knowledge at the time the advice is given, but assumes no liability for the fact that experience acquired at a later point may result in other possible solutions.
- 2.2 Advice is provided solely on the basis of the information provided to us by the buyer.
- 2.3 Quotations are valid for 90 days from the date of quotation subject to the goods being unsold.
- 2.4 When ordering after the expiry of the quotation, BELKI teknik reserves the right to withdraw or amend the quotation.
- 2.5 No one, including distributors, is authorised to make additions or amendments to BELKI teknik's quotation. BELKI teknik assumes no liability for any such action.

3 ORDERING

- 3.1 No final agreement exists between the parties until BELKI teknik has issued its acceptance in the form of an order confirmation.
- 3.2 If the order confirmation issued by BELKI teknik does not match the order placed by the buyer, the buyer shall immediately make a claim to this effect. Otherwise, the buyer shall be bound by the contents of the order confirmation.
- 3.3 No one, including distributors, is authorised to make additions or amendments to BELKI teknik's order confirmation. BELKI teknik assumes no liability for any such action.

4 PRICES

- 4.1 Prices in quotations, order confirmations, and contracts are daily prices excl. VAT, taxes, and installation. BELKI teknik reserves the right to change prices in event of significant changes to production costs, wages, raw materials, subcontractors, exchange rates, discounts, as well as events that are covered by section 11.

5 DELIVERY TIME

- 5.1 The delivery time is stated in the written order confirmation, provided that all technical details and formalities relating to the implementation of the order are available at this stage. Otherwise, the delivery time is calculated from the date when all conditions have been complied with.
- 5.2 If delivery has not taken place 90 days after the date of delivery, the buyer is entitled, by notice in writing to BELKI teknik, to terminate the agreement for the part of the delivery that it has not been possible to bring into use under the conditions of the agreement.
- 5.3 If the buyer fails to accept delivery of completed deliverables or parts thereof on the agreed date, the buyer is, unless otherwise agreed, nevertheless obligated to make payment as if delivery had taken place. Furthermore, BELKI teknik may terminate the agreement and claim compensation from the buyer for damages suffered by BELKI teknik caused by the negligence of the buyer.
- 5.4 If the delay in delivery is due to an event mentioned in section 11 or the acts or negligence of the buyer, the delivery time shall be extended accordingly.

6 DELIVERY TERMS

- 6.1 BELKI teknik delivers in accordance with the Incoterms of DAP or EXW if agreed.

7 PAYMENT TERMS

- 7.1 Payment shall be made in accordance with the agreed payment terms.
- 7.2 For orders under EUR 150,- net an administrative fee of EUR 50,- will be incurred.
- 7.3 BELKI teknik reserves the right to demand a guarantee of payment prior to delivery.
- 7.4 BELKI teknik reserves the right of ownership over the goods until payment has been made. If the buyer does not fulfil his or her payment terms, BELKI teknik has the right to take back the goods.
- 7.5 If the buyer does not make payment on time, BELKI teknik is entitled to charge late payment interest from the due date of 2.0% per month commenced.
- 7.6 If the buyer has failed to pay the amount due by the due date, BELKI teknik is entitled, by written notice to the buyer, to terminate the agreement, or suspend delivery in whole or part. BELKI teknik is in this respect entitled, without notice, to change the payment terms for future deliveries.

8 GUARANTEE AND DEFECTS

- 8.1 BELKI teknik guarantees all products manufactured by BELKI teknik against labour and material defects that are not a result of normal wear and tear for a period of 12 months from commencement of operation, and for no longer than 18 months after date of production. The guarantee is only valid on the condition that the product is correctly installed in accordance with the installation instructions issued by BELKI teknik and generally accepted practices.
- 8.2 Parts made by other manufacturers included in the delivery, e.g. electrical accessories, automatics, etc., are afforded the same guarantee as BELKI teknik receives from its subcontractors.
- 8.3 If, during the guarantee period, any defect in the material or workmanship of any part of our product is found, BELKI teknik shall carry out, free of charge and as quickly as possible, the necessary repairs and replacements at its own workshop during normal working hours. Shipping to and from BELKI teknik and installation are not included.
- 8.4 BELKI teknik reserves the right not to accept products for repair that are contaminated with toxic or other environmentally harmful agents.
- 8.5 Upon receipt, the buyer shall without delay inspect the delivery to ensure that it is intact and matches what was ordered.
- 8.6 The buyer may only claim compensation for defects if the claim is made without delay upon receipt of the goods.
- 8.7 Losses, expenses, or costs associated with purchasing, reordering, repairing, removing, or equivalent actions in relation to defective products or products in which BELKI teknik products are used as components, may not be enforced against BELKI teknik.
- 8.8 BELKI teknik is not liable for consequential loss, loss of time, loss of profits, or any other indirect losses.

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9 RETURN OF GOODS

9.1 Goods may only be returned subject to prior approval from BELKI teknik.

The goods must be returned in undamaged original packaging marked with a return number provided by BELKI teknik. The customer shall refer to the invoice or delivery note if they require a return number. Returns are made at the buyer's own risk and expense.

Goods received without a return number will be returned to sender. Goods shall have reached BELKI teknik no later than 10 working days after a return number has been issued. After 10 working days the agreement lapses automatically.

A restocking fee of 25% of the net purchase price is charged on standard products that are returned.

Special products and goods with a value of under EUR 150,- may not be returned.

Goods may not be returned after three months have elapsed since the original date of delivery.

10 LIABILITY FOR DEFECTIVE PRODUCTS

10.1 BELKI teknik shall be indemnified by the buyer to the extent that the seller is held liable to third parties for such damage or loss, which BELKI teknik is not liable towards the buyer for according to section 10.2 or 10.3.

10.2 BELKI teknik is not liable for damage to moveable or immoveable property, which occurs while the products are in the buyer's possession. BELKI teknik is also not liable for damage to products, which are manufactured by the buyer, or to products incorporating such products.

10.3 BELKI teknik is no way liable for operating losses, loss of profits, or any other consequential economic losses.

If a third party makes a claim against one of the parties for compensation in relation to this section, that party shall immediately notify the other party of the claim.

11 EXEMPTION FROM LIABILITY

1.1 BELKI teknik is entitled, by written notice to the buyer, to terminate the agreement, when its fulfilment within a reasonable time becomes impossible for BELKI teknik due to war, strikes, lockouts, political conditions, or other force majeure beyond the control of BELKI teknik. The same applies to the delay or failure of critical deliveries from subcontractors. In these situations, BELKI teknik assumes no liability towards the buyer.

12 DRAWINGS AND DESCRIPTIONS

12.1 All particulars concerning weights, dimensions, capacity, price, technical and other data stated in catalogues, prospectuses, circulars, advertisements, illustrations, and price lists are approximate and are only binding in that respect if expressly referred to.

12.2 All transmitted drawings and descriptions remain the property of BELKI teknik and may not be copied, reproduced, transmitted, or otherwise communicated to a third party. Ownership of drawings and descriptions, which are necessary to put the buyer in a position to set up, initiate, operation, and maintain the delivery, shall be transferred to the buyer. However, BELKI teknik may demand that these remain confidential.

13 TESTING

13.1 All BELKI teknik products are inspected and subjected to standard tests at the factory prior to shipment.

A testing certificate can be supplied upon request for a fee, and this certificate shall be considered as proof that the products have been manufactured in accordance with BELKI teknik specifications.

14 RESOLUTION OF DISPUTES - ARBITRATION

14.1 Disputes relating to these terms and conditions of sale and delivery and their interpretation shall be resolved through arbitration, and in accordance with Danish law, including standard and trade customs.

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BELKI teknik ApS,
Fårupvej 19, 8450 Rødkærsbro
Telephone: +45 8665 8811 Fax: +45 8665 8937