

1. PREAMBLE/SCOPE

These General Conditions shall apply to all quotations, deliveries and other services rendered by GROMAS MASKINFABRIK A/S (GROMAS MASKINFABRIK) unless deviated from by other written agreements between both parties.

2. QUOTATIONS

Unless otherwise agreed, quotations are valid for a period of 30 days from the date of issue. The prices stated are conditioned upon the date of delivery not exceeding 6 months as from the date of the quotation. The offeree is obligated to check that the goods quoted correspond to the desired specifications and quantities.

3. ORDERS

Orders are received, acknowledged and will be performed, both regarding delivery and prices with reservation for force majeure and other factors outside the control of GROMAS MASKINFABRIK. Order execution may require technical specifications as specified by GROMAS MASKINFABRIK.

4. PRICES

All prices stated are fixed by acceptance within the time stipulated for acceptance. All prices are ex works and exclusive of value added tax or other possible tariffs or duties. Standard prices stated in quotations are current prices ex works, exclusive of duties, based on the total order. If the buyer places only part of the order, GROMAS MASKINFABRIK is entitled to adjust the price. All prices stated are based upon the Danish "Raw Material Price Index" for the materials used and GROMAS MASKINFABRIK reserves the right to alter the quoted price, if the material price index is increased by more than 05 % compared to the material price index at the time of quotation. To the prices stated must be added the prevailing taxes, duties, allowances, etc., as well as delivery costs, cf. item 5 below.

5. DELIVERY

All supplies will be consignment unless otherwise agreed. The time of delivery as stated by GROMAS MASKINFABRIK is approximate, and if GROMAS MASKINFABRIK comes to the conclusion that the time of delivery cannot be observed, or foresees a probable delay, the buyer will be notified and to the extent possible be advised of the estimated time of delivery. GROMAS MASKINFABRIK shall not be liable for loss of production, loss of profits or any other indirect losses suffered by the buyer or his customers.

6. PAYMENT

The terms of payment are, unless otherwise agreed, invoice date + 20 days, after which time GROMAS MASKINFABRIK is entitled to charge interest at a rate of 1,5 % per month. Payment must be postage paid at GROMAS MASKINFABRIK's main office in Århus, unless instructed otherwise in writing. Based upon credit information, GROMAS MASKINFABRIK reserves the right to change the stated terms of payment.

7. RESERVATION OF OWNERSHIP

The supplied goods remain the property of GROMAS MASKINFABRIK until final payment has been made

8. LIABILITIES FOR DEFECTS

In case deficiencies in production or material are ascertained within 12 months after delivery, GROMAS MASKINFABRIK shall, provided the deficiency is recognised, be obligated to make a replacement delivery or to rectify the deficiency without charge.

The defective parts must be sent to GROMAS MASKINFABRIK free of charges, upon which the necessary rework will be carried out within normal working hours.

GROMAS MASKINFABRIK reserves the right to make a replacement delivery instead of reworking the items in question. Replacement parts and rework parts are delivered ex works by GROMAS MASKINFABRIK. The costs in connection with the dismounting and remounting are at the expense of the buyer.

9. PRODUCT LIABILITY

Damage caused by delivered products from GROMAS MASKINFABRIK is only accepted as liability of GROMAS MASKINFABRIK if evidence can demonstrate that the damage is caused by faults committed by GROMAS MASKINFABRIK. GROMAS MASKINFABRIK will never be liable for any loss of profits or other indirect losses.

10. NON-MATERIAL RIGHTS

GROMAS MASKINFABRIK cannot be liable to any non material rights claimed by third party, as long as the stipulated claim can be related to the product specifications and similar material issued by the buyer.

11. DISPUTES

GROMAS MASKINFABRIK's offer and agreement with the buyer on delivery of products are subject to Danish law. Any dispute about the offer or the content, respectively, the parties' obligations and rights arising from the agreement must be settled by ordinary Danish courts in the jurisdiction of GROMAS MASKINFABRIK.