



## Grimstrup Maskinforretning

### TERMS AND CONDITIONS

#### **In general:**

These terms and conditions apply to all offers, sales and deliveries, unless otherwise agreed and confirmed in writing by us.

#### **Prices:**

The prices quoted are on the quotation date and are fixed for 60 days, unless otherwise agreed. However, we reserve the right to regulate the price due to changes in customs duties and other expenses occurred in the period between the offer and delivery of the order. We also reserve the right to make price adjustments on the invoice date. Such changes do not give the buyer the right to cancel the order.

#### **Delivery and complaint:**

The prices quoted apply where nothing else is confirmed in writing, at factory. The shipment is at the buyer's risk. Complaints about delivery must be made within 8 days from the date of delivery. Shipment is chosen by us at best estimates and without liability for shipping differences.

#### **Drawings, descriptions and advice**

All drawings, estimates, descriptions or other material sent by submitting offers or deliveries are our property and may not be reproduced or submitted to other companies or used to perform work without our written permission. Drawings that we have made for the use of offers must be returned upon request.

We reserve the right to printing errors and design changes.

#### **Delivery Date**

Specified delivery dates are given at the best estimate and are without connection and subject to delays due to strike, lockout and other force majeure.

Delayed delivery due to circumstances beyond our control does not warrant cancellation of this order. Our company assumes no responsibility for loss as a result of delayed delivery.

#### **Payment:**

Payment terms are 14 days net from invoice date, unless otherwise agreed. In case of late payment, interest is calculated with 1,5% per month from the due date.

#### **Warranty and Responsibility:**

Goods manufactured by Grimstrup Maskinforretning, which within 12 months from the date of manufacturing are found to be defective in manufacturing or materials, are repaired or exchanged with new freight free shipping to us. We choose between repair and replacement.

Warranty Commitment expires if repair and service are not carried out by us or any authorized person or using original spare parts.

For other goods, the same terms and conditions apply as between us and the subcontractor, including the terms of liability and limitation, all of us being responsible only to the extent that such liability of us may be performed against the subcontractor.

Grimstrup Maskinforretning ApS is not responsible for operating loss, loss of time, loss of profits or similar indirect losses.

#### **Decisions of Disputes - Arbitration:**

Any disputes arising from the present terms of sale and delivery, and their interpretation, shall be settled by arbitration in accordance with Danish law, including customs and usages of trade.

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