

Conditions of Sales and Delivery

VID Fire-Kill ApS

1.0 General

The conditions of Sales and Delivery are valid for all quotations, sales and deliveries unless other is agreed and confirmed by VID Fire-Kill ApS

2.0 Quotation

Quotations are only valid when VID Fire-Kill ApS receives written acceptance within 30 days from the quotation date. All quotes are made with reservations regarding intermediate sales, and reservations which the buyer and VID Fire-Kill ApS might have agreed, and both accepted.

3.0 Technical information

3.1 Product information, illustrations, drawings, and information regarding technical data, for example: weight, measurements, volumes, strength, loads, finishes, materials, flow, pressures, agent distribution, extinguishing performances, release performances etc. approvals and authority acceptances etc. written in sales literature and advertisings etc. from VID Fire-Kill ApS are only for rough guidance.

3.2 VID Fire-Kill ApS information regarding technical data, as above, and in quotations, is only valid when provided with a specific written warranty.

3.3 VID Fire-Kill ApS takes no responsibilities for technical information supplied from any third party, such as information supplied by supplier, installer, customer, or authorities etc.

4.0 Prices

4.1 All prices are exclusive VAT etc.

4.2 All prices are ex-works VID Fire-Kill ApS.

4.3 VID Fire-Kill ApS holds the rights to adjust the prices prior to delivery due to increased cost from our sub-suppliers due to cost of raw materials, exchange currencies, VAT, insurances, delivery costs, etc.

5.0 Order confirmation

5.1 Only when with a written order confirmation from VID Fire-Kill ApS exists, the buyer and VID Fire-Kill ApS have an agreement of delivery. If the order confirmation deviates from the order by including extras, changes, etc., which the buyer does not accept, VID Fire-Kill ApS should be informed within one week. If not so, VID Fire-Kill ApS' order confirmation is valid as the agreement of order.

6.0 Delivery/shipment

6.1 Delivery is ex-works VID Fire-Kill ApS, DK, and at the expense and risks of the buyer.

6.2 Date of delivery is the date specified on VID Fire-Kill ApS order confirmation. The date confirmed is the date the goods will be shipped from VID Fire-Kill ApS unless other arrangements are agreed.

6.3 VID Fire-Kill ApS shall make a reasonable choice of way of delivery unless the Buyer has requested the use of a specific way of delivery. The Buyer is solely responsible for the products during any transport unless other arrangements are agreed. VID Fire-Kill ApS shall charge the Buyer with freight costs, unless otherwise is agreed in a separate freight agreement. Incoterms 2010 shall apply for all deliveries.

7.0 Payment

7.1 VID Fire-Kill ApS standard payment terms are cash upon delivery unless the parties have agreed otherwise. In the event of late payment, the Buyer shall pay interests on overdue payments with 2% pr. month. VID Fire-Kill ApS may also charge the Buyer with collection fee of DKK 200,00 each request for payment. Invoicing is made per delivery, the same applies to the collection by default and debt collection. Any claim made by the Buyer in relation to minor defects does not affect the Buyer's obligation to make payments on the due date. If the Buyer makes a legit claim in relation to a part of the delivery, the uncontested part of the delivery shall still be paid in accordance with the agreement. Payment shall be disposable at the Seller's bank account no later than at the due date.

7.2 The buyer cannot subtract claims towards VID Fire-Kill ApS in their payment.

8.0 Time of delivery

8.1 Postponing and lack of delivery caused by war, terrorism, international conflict, conflict of labour, sickness, public interferences, production disturbances and other means of force majeure at VID Fire-Kill ApS or suppliers to VID Fire-Kill ApS. Under these circumstances VID Fire-Kill ApS holds the rights to postpone deliveries in the time necessary to make the deliveries.

8.2 A similar postponing of delivery time may occur in case of supplier bankruptcy financial problems, or if authorities should postpone or withhold required product approvals.

8.3 VID Fire-Kill ApS is not responsible for postponing of delivery times in the above circumstances.

8.4 The buyer holds alone the rights to redraw orders due to delay in deliveries, if the order is postponed more than one month, and if VID Fire-Kill ApS in these circumstances has the right to cancel orders at VID Fire-Kill ApS' suppliers.

8.5 VID Fire-Kill ApS holds the right to make part deliveries and make delivery prior to agreed delivery time.

8.6 VID Fire-Kill ApS is only responsible for above delays in cases, where VID Fire-Kill ApS may be regarded to act in a very irresponsible way.

8.7 VID Fire-Kill ApS does not cover for loss of production, loss of earnings, fines, or other economic losses the buyer or third party may suffer as a result of late delivery of goods or services etc.

9.0 Reclamations and faults

9.1 Upon delivery of the goods, the buyer shall conduct a thorough inspection of the goods to ensure that the goods conform with the contract. Any claims concerning non-compliance with the contract either in quantity or in quality, which the buyer discovered or ought to have discovered during such inspection, shall be immediately notified in writing to VID Fire-Kill ApS and in any event no later than 8 days from the delivery date for such goods. Defects or other discrepancies that cannot be detected by the buyer's immediate inspection, shall be notified in writing by the buyer to VID Fire-Kill ApS without undue delay after having discovered such defect or discrepancy. In the event of a defect, the written notification from the buyer to VID Fire-Kill ApS shall be assisted with a sufficient number of specimen of the defective goods and a sufficient number of undamaged samples as per request by VID Fire-Kill ApS. Should the buyer fail to provide written notification and/or specimens requested pursuant to this clause 9.1, the buyer shall be precluded from subsequently making any claim in respect of such defect or discrepancy.

9.2 If the buyer has not made a written notice or claim within 6 months after delivery, the buyer shall in all respects be prevented from claiming any compensation or remedy for any defect or discrepancy from VID Fire-Kill ApS.

9.3 In the event of a timely notification pursuant to clauses 9.1, VID Fire-Kill ApS shall be entitled to – upon its own exclusive option – repair or replace the goods or to offer the buyer a proportional reduction of the purchase price. In the event of VID Fire-Kill ApS not providing remedy for the goods in a timely manner after the buyer's notification, the buyer shall set a final deadline for such remedy no less than 1 week. If VID Fire-Kill ApS fails to comply with such final deadline, the buyer shall be entitled to engage a third party for remedy or replacement of the goods and to claim reimbursement of the buyer's reasonable costs related hereto from VID Fire-Kill ApS.

9.4 VID Fire-Kill ApS shall in no event be liable for the buyer's or the buyer's customers' consequential or indirect loss, including, but not limited to, loss of production, loss of goodwill or loss of profit. VID Fire-Kill ApS' liability shall in any event be limited to 5 x the invoiced value of the defective or non-compliant goods in question, however not exceeding DKK 5.000.000.

10.0 Product responsibility

10.1 VID Fire-Kill ApS is only liable to Danish law.

10.2 VID Fire-Kill ApS is not liable to loss of productivity, loss of earnings or other economic losses to the buyer or third person as a cause of a defect product supplied by VID Fire-Kill ApS.

10.3 VID Fire-Kill ApS is not liable to defects on products sought repaired by buyer or third person. Products not installed in systems designed by VID Fire-Kill ApS. Products not stored, handled, installed, tested, maintained by people skilled and trained by VID Fire-Kill ApS in accordance with guidelines supplied by VID Fire-Kill ApS, or products not made redundant in accordance with guidelines of VID Fire-Kill ApS.

11.0 Disputes

All disputes between the buyer and VID Fire-Kill ApS shall be settled in accordance with Danish law and at the Court in Svendborg