

Röchling Meta – Plast A/S

Sales and delivery terms

RÖCHLING META-PLAST A/S makes all deliveries according to the following terms, in spite of the possible opposite decisions in the purchaser order or confirmations, unless there is another written agreement.

1. Offer and Exception

Both written and verbal offers from RÖCHLING META-PLAST A/S should be confirmed latest after 8 days after offer placement, unless there is another confirmation dead line in the offer.

2. Delivery rights

RÖCHLING META – PLAST A/S keeps all the rights to make part deliveries.

3. Delivery

Delivery takes place from the factory; subsequently purchaser takes all the risks for all accidents, which can cause damage to the product afterwards. This delivery rule is in force even if RÖCHLING META-PLAST A/S according to the arrangement takes all expenses for product transportation.

Purchaser is responsible for subscription to the eventual insurance cover against damages that can be caused to the product during transportation.

4. Price

All the prices do not include VAT.

5. Payment

Payment takes place according to agreement from the offer, confirmation of the order or invoice. Interests will be put down to the purchaser account after expiration of the time of payment, according to the offer, order confirmation or invoice

6. Delivery time

Delivery time is laid down as far as possible in accordance with purchaser wishes. Delivery time is set under such conditions that in case of fire or some another kind of *force majeure* delivery won't be prevented from execution to the arranged date. As well as delivery time can't be affected by the delay of the necessary supplies or unpredicted delays in production. Thus purchaser doesn't have rights to break off the purchase, demand any compensation or any proportional discount to the purchase price.

7. The deficiency

RÖCHLING META-PLAST A/S performs compensation in amount of invoice price or takes responsibility for free re-delivery of product or product/part reparation according to RÖCHLING META-PLAST A/S choice in the case if damage to the product or part was caused by the material defect, production error or RÖCHLING META-PLAST A/S faultiness.

RÖCHLING META-PLAST A/S responsibility expressly limited to the above mentioned compensation or re-delivery or reparation. RÖCHLING META-PLAST A/S can't be responsible for the direct or indirect damages or lost, including operating loss, profits loss, time loss or something similar to that.

RÖCHLING META-PLAST A/S' responsibility depends on that claim will be advanced immediately after stating the fault.

8. Claim

This is purchaser's duty to examine if received products are contractual latest after delivery. Possible claims over delivered products must take place latest 8 days after products reception.

9. Ownership

RÖCHLING META-PLAST A/S keeps all the rights to the ownership of the sales objects until the whole amount of the purchase price with interests, expenses etc. is completely paid.

10. Venue

In the case of disagreement between parts dispute should be solved by the court in Randers or Western High Court (Vestre Landsret), depending on the value of the sales object.

11. Law choice

Possible disputes should be solved in accordance with Danish legislation.