

General Conditions for Sale and Delivery

The sales and delivery conditions stated in the following are in force for each delivery from RMIG A/S (in the following called "the Seller") unless a special agreement has been made in writing.

1 Quotation

If nothing else has been stated exactly all quotations are only binding for the Seller in 5 days from receipt and subject to changes in the basic prices and dates for raw materials. If the quotation includes tools, the advised price will always be a part payment.

All data stated in price lists etc. are only intended as a guide.

2 Property

All technical documentation, models etc., which are placed at the Buyer's disposal free of charge, remain the property of the Seller, and it must not be brought to the knowledge of third parties. If the quotation is not accepted, material of this kind must be returned to the Seller. Tools which may be included in the quotation/order remain Seller's property irrespective of Buyer's part payment for the tools.

3 Order

If no special agreements have been made, all orders are booked at the prices current on the date of order and as far as delivery concerns subject to force majeure and other causes beyond the Seller's control. For goods of special production, the Seller reserves the right to a quantitative margin of +/- 10% in the delivery.

The conditions for delivery and payment appear from the order confirmation/invoice. All prices stated are exclusive of VAT and taxes.

Cancellation of an order must take place in writing not later than three days after receipt of the order confirmation. With written acceptance of the offer incl. bill of materials, the right to cancel the order is no longer applicable and it will not be possible to make changes to the order.

The Buyer is obligated to inspect the order confirmation thoroughly. If there are any errors in the order confirmation, the Buyer must immediately submit an objection. RMIG A/S thus carries no responsibility for any mistakes in the order confirmation in respect to product information, type, measurements/dimensions, colour and the like.

4 Delivery and dispatch

Delivery to an address abroad will be for the Buyer's account. All deliveries will be for the Buyer's risk. The transport will take place in a way found most appropriate at any time by the Seller.

All times of dispatch stated are approximate. On delay the Buyer will be informed of the expected delay in the time of delivery. Dispatch up to 30 days after the time of delivery stated in the order confirmation is considered dispatch in due time. For dispatch later than this time the Buyer is free to cancel the purchase, if the Buyer informs hereof immediately after receipt of the information of the delay. Besides the Buyer cannot plead further right in connection with breach of contract, including compensation. If the purchase is maintained the Seller is free from responsibility.

Packing is returnable only as per prior agreement.

5 Payment

Payment must take place on the date stipulated. We will charge interest on overdue payments starting from due-date.

The Seller reserves the right to the property in the goods delivered until full payment has taken place.

6 Repair of defects and complaint

Complaint of defects and faults shall take place in writing within 8 days from receipt of the goods

irrespective of later use. The goods must be checked by the Buyer before use or further processing. The goods may only be returned to the Seller according to prior agreement. The Seller is entitled to and takes upon himself to, free of charge according to his own judgment and choice, exchange or repair the products, which the Buyer has proved to be defective due to errors in construction, production or materials. Further objections to the quality of the product will not be accepted.

As a maximum the responsibility of the Seller may amount to the expenses of the repair of defects at the time of delivery and on the place of delivery. This means that the Buyer will carry all further expenses such as repair, dismounting, mounting, transportation etc. due to further manufacturing of the product, or that the product is situated at another place than the place of delivery or similar. If the repair of defects results in interference on other products, all expenses in that connection are irrelevant to the Seller.

If processing of the Buyer's own material is in question, the Seller's responsibility for repair of defects only covers the very same processing.

7 Returning of stock goods

Stock goods can only be returned to the Seller according to prior agreement. The Buyer will carry the costs of return freight. A return fee of 15% should be expected. Returning of goods must be agreed upon not later than 5 days after receipt of goods. The Seller must take delivery of return goods not later than 5 days from entering into the agreement, otherwise the right to return becomes void. The goods must be 100% intact before the Buyer can be credited.

Special order goods cannot be returned.

8 Product liability

If a product delivered by the Seller causes damage to a person or to material, the Seller is only responsible, if the Buyer can prove that the damage is caused by errors or neglects made by the Seller. The Seller is not responsible for damage to real and personal property occurring while the goods delivered are in the Buyer's possession. The Seller is neither responsible for damage to products manufactured by Buyer or to products where Seller's goods are used.

If the Seller is held responsible towards third party as far as product liability concerns, the Buyer is under obligation to indemnify the Seller to the same extent as to which the Seller's responsibility is limited.

Our responsibility for damage to objects may never exceed an amount of DKK 1,000,000.

9 Limited liability

The Seller is not responsible for trading loss, loss of profits, loss of time or any other indirect losses. The limited liability applies to any responsibility, including product liability. The Seller is also free from responsibility for all kinds of force majeure occurring after the agreement has been made.

10 Force Majeure

The Seller is not responsible to the Buyer when the following events occur after the acceptance of the order and prevent or postpone the fulfilment of this: war and mobilisation, rebellion and riots, acts of terrorism, natural disasters, strikes and lockouts, scarcity of goods, shortages or delays of deliveries from sub-suppliers, fire, missing means of transportation, weather, exchange control regulations, import and export restrictions, death, illness or retirement of key persons, it-breakdowns or other circumstances which the Seller does not directly control. In this case the Seller is entitled to postpone delivery until the obstacle of fulfilment has stopped or alternatively, free from responsibility to cancel the agreement, fully or partly.

11 Venue

Any dispute between the parties arising under this contract shall be settled in accordance with the laws of Denmark with the Maritime and Commercial Court in Copenhagen as venue.

We refer also to NL92 General Conditions.

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