

General Conditions of Sale and Delivery

The following conditions of sale and delivery apply to all trade with the buyers of Landia A/S (Landia) in addition to and taking precedence over Orgalime S 2000. The Buyer waives the application of his own conditions of purchase. Any other agreements, which differ from the following conditions, are to be confirmed in writing by Landia.

1. Counselling/consultancy

1.1. To the extent that Landia counsels the Buyer within his field of experience, it shall be a result of the best knowledge of Landia at the time of counselling and Landia shall not assume any liability if later experience leads to different solutions.

1.2. Counselling shall be given based on the information provided by the Buyer.

1.3. All counselling shall be a guidance only and shall not be regarded as an actual guarantee for function without the express written consent of Landia in connection with the formation of the purchase contract.

The nonperformance of any guarantee for function shall be established by an impartial third party authorised by the Buyer and Landia. Landia shall undertake to remedy guarantee claims either by reconstruction or replacement of the materials supplied at their own choice.

1.4. In areas where there are requirements to the materials recommended by Landia, Landia shall not assume any liability for the observance of standards which Landia has not been informed of in writing.

1.5. If the products of Landia are to be applied in e.g. processes or constructions such as tanks where special standards are required, the Buyer shall inform Landia of these standards. Otherwise Landia shall not assume any liability for the observance.

1.6. The same rule as in paragraph 1.5. shall apply if the product is resold to a country which has different requirements to the products of Landia than the Danish standards.

2. Quotations - order confirmations

2.1. Quotations shall be valid for 60 days unless otherwise stated. Landia shall reserve the right to change prices and construction without notice.

2.2. When placing an order the extent of the order and the time of delivery shall be stated in the order confirmation of Landia. In the absence of this, the Buyer's written order shall apply.

When an order has been placed and confirmed it shall not be cancelled without the written consent of Landia.

2.3. Landia shall have the copyright to all technical documentation, drawings and data. Without the consent of Landia this material shall not be applied, copied, reproduced, handed over or otherwise communicated to any third party.

3. Prices

3.1. All prices are stated exclusive of VAT, customs and other duties. The prices are ex works unless otherwise agreed.

3.2. Orders are listed according to the price valid on the date of receipt. The prices are ex works inclusive of packaging.

3.3. Unless a firm quotation has been made, it shall be subject to price rises from the suppliers of Landia and to wage changes.

4. Delivery

4.1. The time of delivery shall be the date when the product is ready for shipping in the warehouse of Landia, unless otherwise agreed.

4.2. The time of delivery stated in the order confirmation of Landia can be postponed until final clarification of all technicalities essential to the delivery.

4.3. In the event of force majeure or other circumstances beyond the control of Landia, Landia shall be entitled to postpone delivery or cancel the order.

5. Payment

5.1. Unless otherwise agreed, the purchase price shall be due at the latest end of the month + 20 days after the date of invoice.

5.2. All bank charges and expenses shall be paid by the Buyer.

5.3. If payment is not made punctually, interest shall be charged at the current rate from due date.

5.4. Postponement of the time of delivery agreed shall not entitle the Buyer to postpone payment correspondingly.

6. Retention of property

6.1. The products supplied shall remain the property of Landia until payment has been made in full.

7. Defects

7.1. The products shall be supplied with the standard of workmanship and in a condition which equivalents the current standard at the time of delivery.

7.2. The Buyer shall examine the products supplied immediately after receipt to ensure that they have no defects. Notices of defects which have been or should have been detected during such an examination shall be presented by the Buyer within 8 days after receipt in order to be valid.

The return of products shall only be accepted with the prior written consent of Landia.

7.3. A guarantee for defects in materials or manufacturing shall be provided if Landia is informed within 12 months after receipt.

7.4. Landia shall undertake and reserves the right to remedy defects free of charge at their works or to replace defective products. Property of the parts replaced shall automatically pass to Landia and they shall be returned to Landia as agreed.

7.5. Services and products supplied without the prior written consent of Landia to guarantee coverage shall be invoiced according to the above general conditions.

7.6. Any guarantee shall be void if changes of the products supplied are made without the prior written consent of Landia or if the defective product is not returned by the request of Landia.

7.7. Fair wear and tear and damage due to lack of inspection or service, maltreatment, inappropriate operation conditions, incorrect installation or electrical connection shall not be compensated.

7.8. Expenses or costs in connection with the return and reinstallation or similar arrangements shall not be compensated. Indirect loss and damage, including all types of consequential loss, shall not be compensated either.

7.9. Any costs in connection with repairs carried out by the Buyer or a third party without the prior written consent of Landia shall not be compensated.

7.10. For parts of a different manufacture included in the supply e.g. electrical accessories, automatic controls etc. the guarantee of the subsupplier shall be valid.

8. Product liability

8.1. Reference shall be made to the conditions of Orgalime S 2000.

9. Validity

9.1. If an individual paragraph of these conditions is void, this shall - regardless of the reason - not affect the validity of the remainder.

The above conditions take precedence over Orgalime S 2000, general conditions of delivery for the supply of machines and other mechanical equipment.