

Terms and conditions

The terms and conditions set out below are valid for orders and deliveries from Kohsel A/S, unless it has been agreed in writing to the contrary.

§1. GENERAL INFORMATION

Subclause 1. The following terms of sale and delivery apply to the delivery of products and related services from Kohsel A/S, and together with the contract defining the service, they are the applicable legal basis for the agreement between Kohsel and the buyer.

Subclause 2. No other terms and conditions apply in the contractual relationship between Kohsel A/S and the buyer.

§2. OFFERS AND PRICES

Subclause 1 All offers are based on the selling prices, tariffs, exchange rates, commodity prices, government taxes etc. applicable on the day of the offer.

Subclause 2 For order lines under DKK 5,000, a setup charge of DKK 500 is charged.

Clause 3 Kohsel A/S is free to withdraw or change previously submitted offers until acceptance of such.

Subclause 4. Irrespective of the information referred to in subclause 3, Kohsel A/S reserves the right to adjust the final selling price without notice to the extent that, following the offer, increases have occurred in one or more of the conditions referred to in subclause 1.

§3. ORDER

Any order is binding on the customer. Orders may therefore only be changed or cancelled according to written acceptance by Kohsel A/S.

§4. PAYMENT

Subclause 1. Any invoice from Kohsel A/S is due for payment 30 days after the invoice date, but see subclause 2.

Subclause 2. When fulfilling orders placed by enterprises with which Kohsel A/S has not previously traded, the invoice falls due for payment at the time of receipt of the invoice.

Subclause 3. In case of payment after the due date, interest of 12% annually must also be paid from the due date until payment is made.

Subclause 4. The buyer is under no circumstances entitled to withhold any payment or make deductions in the price of the products in relation to claims which the buyer is alleged to have against Kohsel A/S, without prior written consent from Kohsel A/S.

§5. DELIVERY

Subclause 1. Deliveries are effected EXW (INCOTERMS 2010).

Subclause 2. The delivery time is stated in the order confirmation prepared by Kohsel A/S.

Subclause 3. Kohsel A/S is entitled to withhold delivery until the purchase price including any accrued interest and costs is paid in full in accordance with the contractual basis

Subclause 4. Kohsel A/S is entitled to make partial deliveries of the products

§6. RETENTION OF OWNERSHIP

Subclause 1. Kohsel A/S retains full ownership of the effects delivered until the purchase price including any accrued interest and costs is paid in full in accordance with the contractual basis

§7. DELAY IN DELIVERY

Subclause 1. If delivery is delayed by more than two weeks from the stated delivery time, the buyer is entitled to receive a penalty amount equivalent to 1% of the purchase price exclusive of VAT for the part of the delivery that is delayed per week.

Subclause 2. The penalty referred to in subclause 2 may in no case exceed 8% of the purchase price exclusive of VAT for the part of the delivery that is delayed.

Subclause 3. If the delay persists beyond eight weeks, the buyer is also entitled to make a written demand that the contract be terminated without notice unless delivery takes place within 14 days.

Subclause 4. In the event of late delivery, the buyer is in no case entitled to compensation for delay in excess of the penalty amount referred to in subclause 1. Furthermore, the buyer is not entitled to compensation for any losses if the buyer terminates the agreement without notice in accordance with subclause 3.

Subclause 5. Notwithstanding the above, no penalty is paid if the delay is due to the buyer's circumstances or force majeure, which is regulated by clause 11.

§8. DEFECTS

Subclause 1. If products supplied by Kohsel A/S do not comply with what is agreed between the parties, Kohsel A/S is obliged and entitled to remedy faults and defects in accordance with the wording of this provision.

Subclause 2. Kohsel A/S is liable for faults and defects attributable to Kohsel A/S' faults and negligence and caused by defects in design, materials or manufacture and only if the defective articles are returned to Kohsel A/S in proper packaging.

Subclause 3. Kohsel A/S cannot be held liable for defects of any kind that are due to the buyer's circumstances, including but not limited to, defects in structures designed by the buyer or in structures designed by Kohsel A/S in accordance with the buyer's specifications.

Subclause 4. To the extent that Kohsel A/S is liable for faults and defects as stated above and conditional on timely submission of a complaint, see clause 9, Kohsel A/S must at its own discretion either remedy the defect by repair or replacement or grant the buyer a proportional reduction in the purchase price.

Subclause 5. The buyer pays for, arranges and carries the risk of transportation of the defective and repaired/replaced articles.

Subclause 6. Besides the wording on remedy in this provision, Kohsel A/S disclaims any liability for defects, so that the buyer cannot make a claim against Kohsel A/S for compensation resulting from the delivery of defective goods or other losses incurred in this connection.

§9. DUTY OF INSPECTION AND COMPLAINTS

Subclause 1. The buyer is subject to a duty of inspection and must carry out a thorough inspection upon delivery of the products by Kohsel, thus enabling the buyer to ensure that the products are not defective.

Subclause 2. If, in the course of the inspection referred to in subclause 1, the buyer finds that the products are defective, the buyer must immediately inform Kohsel A/S in writing

Subclause 3. For other defects, including hidden defects, complaints must be made in writing to Kohsel A/S as soon as a defect is discovered or should have been discovered and in any case within two years of delivery.

Subclause 4. If the time allowed for complaints is not observed, the buyer's right to claim a defect against Kohsel A/S lapses.

§10. PRODUCT LIABILITY

Subclause 1. For matters covered by the Danish Product Liability Act, Kohsel A/S is liable for product damage in accordance with the law.

Subclause 2. For matters not covered by the Danish Product Liability Act, Kohsel A/S can only be held liable for personal injury and property damage, including ingredient and component cases, if the damage is caused by products produced by Kohsel A/S and the damage is due to negligence displayed by Kohsel A/S or persons for whom Kohsel A/S is liable.

Subclause 3. Kohsel A/S can never be held liable for operating losses, time losses, loss of profits or other indirect losses.

Subclause 4. Liability under subclause 2 is always limited to an amount corresponding to the insurance cover which may be obtained by Kohsel A/S at any time for the damage caused under insurance taken out by Kohsel A/S or insurance taken out by a third party which covers the damage.

Subclause 5. If a third party, e.g. the buyer's customer, seeks to make Kohsel A/S liable for damage to a product, the buyer is obliged to indemnify Kohsel A/S for its expenses, including any compensation, legal fees etc. The buyer is also obliged, in support of Kohsel A/S, to intervene in any lawsuit or arbitration proceedings instituted by the relevant third party against Kohsel A/S.

§11. FORCE MAJEURE

Subclause 1. Kohsel A/S cannot be held liable for non-fulfilment of its obligations if this is due to circumstances which must reasonably be considered to be outside the company's control, including but not limited to strike, fire, war, mobilisation, requisition, seizure, currency restrictions, riots and unrest, lack of means of transportation, general shortage of goods and defects in or delay of deliveries from subcontractors that may be attributed to similar circumstances as those set out in that provision.

Subclause 2. The seller is not liable for delivery delays due to reasons attributable to the corona virus pandemic which was widespread in the spring of 2020.

§12. Jurisdiction and applicable law

Subclause 1. If a dispute arises out of or in connection with the parties' agreement, the parties must seek to find an amicable solution to the dispute within 20 days from request by either party before the dispute is brought before the ordinary courts.

Subclause 2. If an amicable solution has not been found within the time limit set in subclause 1, the dispute may be brought before the Danish courts.

Subclause 3. The Court in Aarhus is the venue of first instance for any lawsuits originating from trading between the parties.

Subclause 4. The dispute must be settled in accordance with the applicable Danish law.