

Sales and delivery terms

These sales and delivery terms apply to all contracts with Bredal A/S, unless Bredal A/S subscribes to another form of contract in writing. Bredal A/S can introduce other sales and delivery terms with immediate notice.

§ 1 - Consultation

1.1 Bredal A/S provides consultancy to Buyers within its own field of expertise and to the best of its awareness at the time of supply, but on the understanding that subsequent experience can lead to other possible solutions.

1.2. Consultancy is solely provided on the basis of the information provided by the Buyer, which will be taken at face value.

§ 2 - Quotation and acceptance

2.1 No final contract between the Parties shall exist before Bredal A/S has given its acceptance in the form of a written order confirmation/invoice.

2.2. Bredal A/S' commitments shall only extend to the products specified in the order confirmation. Claims regarding discrepancies shall be made without delay.

2.3. Bredal A/S cannot be held liable for its products fulfilling legal requirements in the recipient country.

§ 3 - Delivery date

3.1. Delivery dates will be stated on the order confirmation/invoice.

3.2. The delivery date can be postponed if the Buyer has not provided sufficient information for completion of the sale, or if there are obstructions such as those stated in § 9.

3.3. Delayed delivery will be subject to the ordinary rules concerning purchases. The Buyer will however not be entitled to compensation regardless of the circumstances.

3.4. If the Buyer fails to receive or collect the goods, Bredal A/S can cancel the order and claim compensation.

§ 4 - Delivery address and risk

4.1. Delivery is ex-works, such that the Buyer bears the risk for any events occurring after delivery. This shall apply even if the Vendor pays transport costs.

4.2. Unless agreed separately, the Buyer shall bear all costs for transport, insurance etc.

§ 5 - Payment terms

5.1. Payment terms are in principal 14 days net unless otherwise agreed in writing on the order confirmation or invoice.

5.2. In the event of late payment, an interest rate set by BREDAL A/S of 1.5% per month or part thereof shall be applied.

5.3. In the event of cancellation of the order after issue of a signed order confirmation, 10% of the net invoice value will be payable.

§ 6 - Ownership

6.1. Bredal A/S will retain ownership of the goods sold until the full purchase value has been paid.

§ 7 - Liability for defects and deficiencies

7.1. The Buyer shall inspect the goods delivered to ensure that there are no defects or deficiencies and that they comply with the order confirmation. Should the Buyer wish to lodge a warranty claim for a defect or deficiency; the claim shall be made immediately upon receipt of the goods.

7.2 Bredal A/S' liability for defects and deficiencies related to manufacture and material defects is 12 months from date of delivery. Bredal A/S can only accept liability for shortages providing the Buyer can prove that the missing item was not included in the consignment delivered, that the product is correctly fitted in accordance with Bredal A/S' installation guide and approved practice and rules.

7.3 If a defect or deficiency becomes evident during the warranty period in accordance with § 7.1., Bredal A/S is entitled to provide a remedy at its own workshops, at the Buyer's premises or provide a replacement. Freight costs to and from Bredal A/S plus costs of fitting shall be borne by the Buyer.

7.4. If the Buyer can prove that repeated attempts to remedy do not rectify a defect or deficiency, the Buyer can cancel the purchase. The Buyer shall not be entitled to compensation or proportional reduction in cost, even if the goods delivered are faulty.

7.5. The Vendor cannot be held liable under any circumstances (including gross negligence) for operating loss, loss of profits or similar indirect loss arising from a defect or deficiency in the goods delivered.

§ 8 - Product liability

8.1. The Vendor is liable for product liability for personal injury in accordance with applicable Danish law.

8.2. Bredal A/S can only be held liable for damage to property and chattels if it can be proved that the damage is due to gross negligence or neglect by Bredal A/S or others for whom Bredal A/S is responsible for. However, Bredal A/S cannot be held liable under any circumstances for products manufactured or modified by the Buyer, or for products containing parts manufactured by Bredal A/S.

8.3. To the extent that Bredal A/S may be held liable for product liability towards a third party, the Buyer undertakes to indemnify Bredal A/S to the same extent as Bredal A/S' liability is limited according to these delivery terms. Should a third party make a claim against one of the Parties in accordance with this paragraph, it shall immediately inform the other Party of the same. The Buyer undertakes to be sued by a court handling a liability claim raised against Bredal A/S on the basis of injury or damage allegedly caused by the goods supplied,

8.4. Bredal A/S cannot be held liable under any circumstances (including gross negligence) for operating loss, loss of profits or similar indirect loss arising from a claim concerning product liability.

8.5. Even if Bredal A/S in individual instances may have to waive certain claims or rights towards the Buyer, this shall not imply that Bredal has waived such claims or rights in other instances than that in question.

§ 9 - Force Majeure etc.

9.1. Bredal A/S is entitled to cancel the contract by giving written notice to the Buyer if fulfilment becomes impossible within a reasonable period of time for Bredal A/S due to natural disasters, industrial disputes, strikes, lockout or any other circumstances such as war, sabotage, fire, transport shortages, shortages of goods and the like beyond the control of Bredal A/S. The same applies to delays or shortages related to deliveries from subcontractors. Bredal A/S cannot be held liable in such situations for compensation to the Buyer.

§ 10 Drawings and descriptions

10.1. All specifications and information on weights, dimensions, capacity, technical and other data stated in catalogues, prospectus, circulars, advertisements, illustrated materials etc are approximate.

10.2. Bredal A/S reserves the right to make design changes at any time.

§ 11 Applicable law and court of venue

11.1. Any dispute between Bredal A/S and the Buyer shall be resolved under Danish law.

11.2. Court of venue is the local court for Bredal A/S, i.e. Vestre Landsret, providing the applicable rules for high court hearings are fulfilled at all times.

§ 12 - Translation

12.1. A translation for information purposes only of these sales and delivery terms is available in English, German and French upon request from Bredal A/S. In the event of discrepancies, the Danish version shall take precedence.

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