

1. Quotations, orders and acceptance

Quotations from KM Rustfri A/S repeats if concordant acceptance from the buyer is not received by KM Rustfri A/S within 4 weeks from the date of issue.

2. The obligations of KM Rustfri A/S

The obligations of KM Rustfri A/S only include the in the order specified deliveries, on the below mentioned terms KM Rustfri A/S is bound to deliver the usual high quality regarding material and manufacturing.

Any drawings, illustrations such as technical data in the catalogue ect. are only guidelines and KM Rustfri A/S cannot be held responsible for any mistake in this material.

3. Prices

Every order is noted to the on the day of the order valid prices; unless agreed otherwise.

The prices are calculated Ex Works and are valid in the currency and for the articles and services stated in the order. The prices are exclusive of V.A.T. and packing material and are based on valid rates on material prices, wages, transport costs and duties. Should the above factors change, KM Rustfri A/S reserves the right to adjust the prices according to valid conditions around the time of delivery. Furthermore the prices are based on that the customer oneself dispose the packing and pay costs for this.

4. Delivery

The terms of delivery is Ex Works.

Unless the buyer wants to arrange the transport, KM Rustfri A/S offers to undertake the delivery to the agreed place of delivery. The risk and the payment is carried by the buyer. Insurance covering the buyers risk regarding the transport of articles is only drawn by KM Rustfri A/S when this is agreed upon in writing

Unless anything else is agreed upon, the delivery is to take place as soon as possible the time of delivery is occur and through normal transport means used by KM Rustfri A/S.

5. Time of delivery

If nothing else is agreed the delivery is to take place as soon as possible.

KM Rustfri A/S is in position of demanding the delivery postponed in case the buyer wants to change the order, in case of Force Majeure, see point 11 or in case of the delivery must be stopped due to delays in connection with state authorities interference/command.

6. Payment

Unless anything else is agreed the terms of payment is netto cash on the day of the invoice. If a date of payment is stated, the payment is only considered in time when KM Rustfri A/S has the payment on the agreed time/date. If the payment is not in time, KM Rustfri A/S is entitled to an interest of 2% of the due amount for each month running.

7. Faulties/Scarcities

KM Rustfri A/S is obligated in a period of 12 months from the date of the invoice to correct faulties or scarcities in connection with the delivered through repairs or redelivery; KM Rustfri A/S can choose what to do in this situation.

The obligation of KM Rustfri A/S to correct scarcities is bound by the fact that the buyer is able to prove that the delivered material is faulty and prove that the material is installed and kept in repair correctly in accordance with the instructions issued by KM Rustfri A/S.

The obligation of KM Rustfri A/S is dropped in case the components, the sales person (third party) has delivered, are not produced or approved by KM Rustfri A/S.

The obligation of KM Rustfri A/S only includes the wages and material directly connected to repairment of the faulty. All other costs connected to the arosen faulty, such as transport, waiting money/costs, diets, quartering as well as costs for reciving the parts in plants ect. are irrelevant to KM Rustfri A/S.

In addition to the above KM Rustfri A/S is not responsible for deliveries, for which the buyer cannot cancel, the demand of a proportional decrease in the price, replacement/compensation or withholding the purchase sum completely or partly.

8. Complaints

Complaints regarding faulty in connection with delivery is to take place in writing as soon as the fault is discovered or should have been discovered.

Complaints connected with the volume of the delivered must be made at the latest 21 days after the date of the invoice.

No matter which kind of complaints the buyer could have, no articles can be returned without agreement with KM Rustfri A/S. The complaints accepted by KM Rustfri A/S are only credited when this is agreed upon.

The buyer is obligated to cover KM Rustfri A/S's expenses when the buyers complaints are groundless or if KM Rustfri A/S is not obligated by the fault.

9. Product responsibility

KM Rustfri A/S is responsible for damages on persons only if it is proven that this is caused by faults or negligence from KM Rustfri A/S or other persons whom KM Rustfri A/S has the responsibility for. The compensation for damages on persons can never be above the limit stated by the Danish compensation law. KM Rustfri A/S is on the same items responsible for damages on buildings and movables; the compensation can, however, never be above the at any time in force maximum amount in the by KM Rustfri A/S drawn product responsibility insurance. To the extend KM Rustfri A/S is instructed to product responsibility against third party, the buyer is responsible for keeping KM Rustfri A/S without damages as stated in the above terms of delivery (Ex Works). If the third party puts a claim forward the first and the second parties are responsible informing each other concerning this. KM Rustfri A/S and the buyer is mutual responsible for beeing taken legal procedence against at the court which has made the claim against them due to a damage claimed to be caused by the delivery.

10. Limits to the responsibility

KM Rustfri A/S is not responsible in any case for indirect damages and losses such as production losses, loss on profit or other related losses.

11. Force majeure

KM Rustfri A/S is without any obligations regarding nondelivery or delay of the fulfillment of the agreement when this is caused by Force Majeure, war, riots, civil disturbances, state interference, interference from public authorities, fire, strikes, lock-outs, export or import bans, missing deliveries from sub-suppliers, shortage of labour, of heating, of electricity, or any other reason that KM Rustfri A/S cannot control.

12. Cancellation and Returning

Cancellation and returning of orders is only allowed with KM Rustfri A/S acceptance and with reservations for KM Rustfri A/S to carry cost to the debitside for the customer to pay; the cost are, however, always a minimum af 20% of the invoiced amount. Orders manufacture especially for the buyer cannot be cancelled.

13. Law and venue

Any dispute between the parts are to be settled according to danish legislation at the danish court Sø & Handelsretten in Copenhagen or through arbitration; KM Rustfri A/S decides.

Is the dispute settled through arbitration; the arbitration court is set with three members, all pointed out by the president of the Vestre Landsret. One of these members must fulfill the term for beeing a judge, the other members must be technically qualified regarding the reason of the dispute.