

Terms of sale and delivery

§ 1. Usage

The Terms below are valid for every agreement entered into between a Purchaser and Minkpapir A/S insofar as there is no deviation from these in any other written agreement between the Parties. NLM94 is applicable in the case of the delivery and fitting of products. If there is any discrepancy between the said NLM94 and the present general terms of sale and delivery for Minkpapir A/S, the latter shall take precedence.

§ 2. Agreements, tenders and acceptances

Tenders issued by Minkpapir A/S are valid for 14 days, counted from the date of the tender, and written acceptance from the Purchaser must be received by Minkpapir A/S before the end of this 14-day period.

The Purchaser's acceptance is approved only upon written order confirmation by Minkpapir A/S.

The Minkpapir A/S's offer is subject to the goods being unsold.

Thus Minkpapir A/S's confirmation is an expression of the final agreement between the Parties, and the Purchaser must lodge a complaint immediately if the confirmation does not match the Purchaser's acceptance.

§ 3. Delivery

Delivery is CPT in accordance with Incoterms 2000, unless otherwise agreed.

The Purchaser is under obligation to check the goods supplied immediately upon receipt as regards quantity, type, and any transport damage. If the item is damaged at the time of receipt, the Purchaser must notify the shipping agent of this and sign the consignment note. The Purchaser must also lodge a complaint with Minkpapir A/S if there is any discrepancy between the order confirmation and what has been supplied.

Minkpapir A/S is not liable for any losses sustained by the Purchaser with regard to – for example – fines, rectification of defects or other operating losses.

§ 4. Shipping

Denmark, EU and Other Foreign Countries.

Shipping takes place by order of the Purchaser, and on behalf and at the risk of the Purchaser, irrespective of quantity, but Minkpapir A/S may be willing to assist in arranging contact with a shipping agent: however, no liability will be accepted. Damage sustained in transit must be noted on the consignment note, and a complaint must be lodged directly with the shipping agent, thus damage sustained in transit or any liability deriving from this shall be of no concern to Minkpapir A/S in any respect.

§ 5. Delay

Minkpapir A/S is not responsible for any delay due to supply problems which prevent delivery on time, irrespective of the reason for this.

In this respect, a substantial delay is deemed to exist, even if the purchase is a trade purchase, if the delay exceeds 30 days from the set delivery date.

This is also applicable when Dansk Mink Papir A/S is to deliver in stages, if this stipulation is applicable to each individual consignment.

Dansk Mink Papir A/S is not liable for the Purchaser's rectification expenses, liability for delays or liability for damages in general on account of any delay.

If a delay would entitle the Purchaser to terminate the purchase, Dansk Mink Papir A/S is liable solely for the Purchaser's direct expenses, but not for lost earnings or other indirect losses.

§ 6. Price

All prices stated are exclusive of VAT and shipping.

All price lists are non-binding, and the final and binding price is stated on the Minkpapir A/S order confirmation. The company reserves the right to make changes to prices as a consequence of exchange rate fluctuations or alterations in supplier prices.

Changes to customs rates or other public charges of any kind shall be of no concern to Minkpapir A/S and thus must be borne by the Purchaser.

Prices in a foreign currency are based on the date of the order confirmation, and subsequent changes in exchange rate shall not result in any changes to the relationship between Minkpapir A/S and the Purchaser. Thus payment must always be made in accordance with the order confirmation as regards both currency and price.

§ 7. Complaint

Upon receipt of the goods, the Purchaser must inspect these, in particular with respect to the quantity, quality and type/variety. The Purchaser must immediately lodge a complaint in writing with Minkpapir A/S, at the same time eight days after receipt.

The Purchaser's remedy for defective performance shall no longer apply if he initiates assembly or commences processing of the goods supplied.

It should be noted in particular that the buyer's absolute time limit for complaints is agreed as 1 year after actual handover, after which the right lapses.

Minkpapir A/S reserves the right to put right the problem by redelivering the goods or delivering the goods later, or by providing a reasonable reduction in the price. The Purchaser should also note that paper products may vary in appearance, surface and grammage, and so sample goods are merely for illustration purposes and thus provide no complete warranty of the quality of the final consignment.

§ 8. Return goods

The return of goods supplied will be accepted only following prior written acceptance of this by Minkpapir A/S.

If Minkpapir A/S accepts the return of goods supplied, Minkpapir A/S will – unless agreed otherwise – issue a credit note, with 15% deducted by way of a return fee and deduction of shipping expenses if these were paid by Minkpapir A/S. Goods returned must be unused and undamaged.

Consumables cannot be returned.

§ 9. Product liability

The Purchaser must indemnify Minkpapir A/S – insofar as liability rests with Minkpapir A/S in respect of third parties – for such damage and such loss as Minkpapir A/S is not liable for in respect of the Purchaser in accordance with this condition.

With the consequences of mandatory legal provisions, Minkpapir A/S is not liable for any damage caused by the equipment sold, including damage to property or movables, personal injury, etc.

Responsibility for instruction and training on the use of the equipment is solely the responsibility of the reseller selected.

Under no circumstances will Minkpapir A/S be liable for operating losses, a reduction in profits or other consequential financial losses. The same limitations to the liability of Minkpapir A/S shall not apply if this Party has acted in a grossly negligent manner. If any third party makes a claim against either Party for liability for damages in accordance with this section, this Party is obliged to notify the other Party of this immediately. If any such notification does not take place, the Party which has failed to meet its obligation to provide notification must indemnify the other Party.

§ 10. Service

Minkpapir A/S shall place consultants at the disposal of the Purchaser against payment of a fee. This service does not mean that the Purchaser may hold Minkpapir A/S responsible for advice or instructions. If it is to be possible for the Purchaser to hold Minkpapir A/S responsible, written acceptance of this must be provided by Minkpapir A/S.

If Minkpapir A/S assists in calculations, measurements or in other ways, Minkpapir A/S shall not be liable for errors unless otherwise agreed in writing between the Parties.

§ 11. Manufacturer's and supplier's warranty

If the manufacturer or Minkpapir A/S's supplier grants the Purchaser extended warranty arrangements, Minkpapir A/S cannot be held liable for these. Minkpapir A/S is not bound by warranties of the above-mentioned type, unless this merely involves passing on the manufacturer's warranty. No claims of any kind may be raised with regard to Minkpapir A/S on the basis of the above-mentioned warranties.

§ 12. Terms of payment

Unless stated otherwise in the order confirmation or invoice, the Purchaser shall pay the price specified on the invoice within 30 days of the sending of the goods and the issuing of the invoice. Any agreement regarding extension of the period for payment must be accepted in writing by Minkpapir A/S.

If the Purchaser's situation means that delivery cannot take place as agreed, Minkpapir A/S shall be entitled to issue an invoice in accordance with the agreed delivery deadline. There will be no offset facility for demands not accepted in writing by Minkpapir A/S.

If the purchase sum is not paid on time, interest on late payments will be calculated from the due date at a rate of 2% per month or any part thereof.

Payment must take place in accordance with the order confirmation, and exchange rate changes are of no significance to the demands of Minkpapir A/S.

§ 13. Rights of stoppage

If payment is not made for a consignment, Minkpapir A/S shall be entitled to stop further deliveries to this Purchaser without this constituting a breach of contract on the part of the vendor for later deliveries.

§ 14. Ownership of goods

Minkpapir A/S shall retain ownership rights to the equipment sold and hired/ loaned out until payment has taken place.

Minkpapir A/S shall retain ownership rights to equipment hired/loaned out, cf. specially compiled hire/loan agreements.

§ 15. Governing law and legal venue

Any dispute, including actions for declaration, between the Purchaser and Minkpapir A/S must be heard at the Court in Holstebro, unless there is legal authority pursuant to section 226, subsection 1 or section 227 of the Danish Administration of Justice Act to try the case at the High Court.

Any dispute between Minkpapir A/S and the Purchaser must be resolved in accordance with Danish legislation, irrespective of international conventions and laws. Thus the Danish Sale of Goods Act shall apply to all contractual obligations and agreements between the Purchaser and Minkpapir A/S, irrespective of the law to which the Purchaser or contractual obligation would normally be subject. Thus the present conditions deviate from the International Sale of Goods Act (CISG) and other conventions relating to international purchases.

§ 16. Miscellaneous

The regulations of the Danish Sale of Goods Act – cf. also section 1 of the Trade Terms – shall apply to conditions or agreements not expressly mentioned in the above-mentioned conditions.

Deviation from the above-mentioned conditions may only be deemed to have occurred if a demonstrable agreement exists thereupon.