

Terms & conditions of purchasing and orders

Scope of application:

The following terms and conditions of purchasing apply to all business transactions between us, Caldan Conveyor A/S, and our suppliers. Contrary conditions by suppliers that we have not explicitly accepted are not binding for us despite the fact that we may not have explicitly contradicted them. We are not bound to general terms and conditions of business by suppliers unless they match our own terms and conditions of purchasing, or we have accepted the supplier's terms and conditions in writing. The acceptance of goods or services of any kind and payments do not constitute our agreement.

Orders:

Contracts (offer and acceptance) and delivery schedules and/or changes and/or supplements to them must be in writing, except where we have explicitly waived the requirement for written form for a supplier. Drawings, models, matrices, templates or samples that we provide to suppliers for the performance of an order shall remain our property. The supplier undertakes to not provide objects provided to itself by us to third parties for viewing or any other purpose without our express written permission. The supplier undertakes to observe this non-disclosure policy even if a contract is not signed. Should the supplier fail to confirm an order in writing within 14 days, we are entitled to withdraw the order. Delivery schedules shall become binding if the supplier does not object within 2 weeks after receipt. Direct all correspondence (offers, order confirmations, delivery notes and invoices, etc.) to our purchasing department only, quoting the order number specified on the front page as well as all other references.

Delivery time:

The delivery time shall commence from the day of order unless an agreement to the contrary is met. Receipt of the goods at a point of reception specified by us is authoritative for complying with agreed delivery periods. However, acceptance is authoritative for deliveries including installation or assembly, and for services. The supplier must inform us immediately in the case of a delay in delivery, stating the probable duration of the delay. In the case of a delayed or defective delivery, we are entitled to choose a remedy in the form of additional delivery or compensation for the delay in delivery without granting additional respite, or - instead of insisting on performance - to claim compensation for non-performance, or to cancel the contract. The acceptance of a delayed delivery or service does not imply our waiving of entitlements that arise due to the delivery. Even in cases where the delay in delivery is caused by circumstances beyond the supplier's control, we are entitled to withdraw from a contract without granting additional respite if the urgency of the delivery requires us to do so in order to maintain our own deadlines. In the case of a delay in delivery, the supplier shall be liable within the constraints of the law. Premature deliveries are only permitted if we agree to them in writing and do not impact agreed payment deadlines.

Force majeure:

Force majeure, strike, civil disorder, government action and other unforeseeable, extraordinary circumstances beyond the control of the parties free the parties under the contract from their obligation to performance for the duration and within the scope of the interruption. This also applies if the events occur at a point in time at which the party is already in default.

Prices:

All prices shall be fixed prices unless an agreement to the contrary exists. They include everything that the supplier needs to fulfil its obligation to deliver and perform at the agreed place of performance. Packaging shall be free of charge, unless an agreement to the contrary exists. In this case, the packaging shall be credited to our account in case of freight-free return to the station at which it was dispatched. The supplier shall bear all costs of transport unless an agreement to the contrary exists. This also applies to the costs of transport insurance. Price increases must be accepted by us in writing. Price decreases due to changes in the market must be passed on to us in full. This also applies to fixed price agreements unless an agreement to the contrary exists. Should our statements contain obvious errors or typing or calculation errors, such statements shall not be binding for us.

Shipment:

For shipment, the appropriate tariff and transport conditions of railways, heavy goods traffic, shipping and air traffic shall be observed - this also applies with respect to any customs and hazardous goods regulations. The most favourable means of transport for us must be selected unless a separate agreement to the contrary exists. For each consignment, the supplier is to send a delivery note that is separate from the goods and invoice. Delivery notes must be attached to the consignment in duplicate. They must specify the subject, quantity, weight, packaging, shipment type, labelling and our order number. They must be sent so as to arrive at least one day before the arrival of the goods. The supplier shall be liable for damage caused by failure to comply and delays. The supplier undertakes to deliver the consignment subject to order to the point of acceptance (delivery address) specified by us only. The supplier shall bear the perils of transport until the point at which the goods reach the designated point of acceptance. In case of delivery to any other address than the address specified, risk shall not pass from supplier to recipient, even though the consignment has been delivered.

Deliveries can be only effected Monday to Friday from 7:00 a.m. to 2:45 p.m. In the case of deliveries requiring installation or assembly, and for services of other types, risk shall not be passed to us until the works have been formally accepted.

The supplier shall be liable for the consequences of defective shipping documents. The supplier is not entitled to perform part-delivery unless an agreement to the contrary exists. Part-deliveries must be marked as such in the shipping documents. Excess or short shipments are not permitted unless a written agreement to the contrary exists. All consignments must be passed to the respective forwarder in sufficient packaging and with the required accompanying documents (freight note, delivery note for each delivery address). The supplier is not entitled to deliver COD.

Notice of defects and warranty:

In the case of non-hidden defects ascertained in the course of normal business, we undertake to inform the supplier in writing and without delay of defects in delivery. To this extent, the supplier therefore hereby waives the objection of the delayed notice of defects. The warranty period shall commence when the delivery reaches the specified point of receipt accompanied by an orderly consignment or delivery note. For deliveries requiring installation or assembly and for all other works, the warranty period shall commence upon written acceptance. We are entitled to refuse acceptance due to minor defects in performance. Suppliers cannot claim deemed acceptance. Should a defect exist, we are entitled to choose a remedy from remediation of the defect, or immediate replacement free of charge. In this case, we are not obliged to compensate for the usage or loss of value. The supplier shall bear the cost of all effort required for supplementary performance. Additionally, we are entitled to withdraw from the contract or to reduce the price appropriately; this does not affect our entitlement to claim compensation from the supplier in the scope of supplier's warranty. In particular, we are entitled in urgent cases, or if the supplier fails to fulfil its obligations under warranty without delay, to self-remedy without granting additional respite. The supplier shall bear the costs of said self-remedy on first call. The warranty period shall terminate after 36 months of delivery or acceptance. The warranty period shall begin anew for remedied delivered items after the remedying of the defect.

Invoicing:

Invoices shall be sent to us in duplicate and without delay for each order after delivery. They must not be attached to the consignment. Additionally, invoices must precisely state the order and the objects delivered with respect to type, quantity, weight, etc. Should the supplier fail to comply with this obligation, the supplier shall be liable for any ensuing damage.

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Payment:

In the case of payment immediately upon the receipt of goods or an invoice /. 5% discount - receipt of goods and invoice between the 1st and 15th of the month - payment by the 30th of the month / receipt between the 16th and 30th of the month - payment by the 15th of the following month with /. 3% discount, or payment subject to special agreement. Should the delivery or service be incomplete or defective, or should an orderly invoice not be presented, the above mentioned periods of payment shall not commence until the delivery or services have been completed, or defects have been remedied and an orderly invoice has been presented. The supplier cannot demand payment on account unless an agreement to the contrary exists. We are entitled to subtract a discount even in the case of offsetting or effecting a part payment due to defects that are still to be remedied. The payment of an invoice does not constitute recognisance of any kind, especially with respect to the properties, price and other characteristics of the goods. Claims for damages against us, or the right to withdraw from contracts in case of delays in receipt for our performance are ruled out. We are entitled at all times to claim the right of retention if the legal provisions for doing so apply. Our entitlement to offset cannot be restricted. We are not obliged to accept letters of credit, COD deliveries, or post office bonds. We are not liable for costs occurring due to this.

Retention of title:

The supplier's retention of title shall expire upon the settlement (payment, offsetting, etc.) of the amount outstanding from the delivery in question. Processing of goods shall terminate the supplier's retention of title.

Place of performance:

The place of performance for deliveries is normally Aarhus, Denmark. Aarhus shall also be the place of performance for payment or other considerations. Should the parties to the contract be business owners, foreign contractual partners, public legal entities, special assets subject to public law, the court of jurisdiction for all disputes arising directly or indirectly from contracts with us shall be Aarhus, DK.

Final Provisions:

Should the supplier cease to deliver, or should insolvency proceedings be opened for the supplier's assets, or should the supplier seek legal composition, or should legal composition proceedings be opened, we are entitled to withdraw from the part of the contract that has not been performed. The supplier is not entitled to transfer rights and obligations from contracts with us to a third party or third parties without our express written permission. Danish law shall also apply for contracts with foreign partners as if said foreign partners had registered offices in Denmark. Should we be forced to assert our claims abroad, or to assert claims by means of court order, all costs shall be born, notwithstanding the allocation of costs by a foreign court, by the party at fault should the case have been heard under Danish jurisdiction. Notwithstanding the legal issue, the court of jurisdiction for all disputes arising between the supplier and us shall be Aarhus, DK. If a provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect: 1. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or 2. the validity or enforceability in other jurisdictions of that or any other provision of these terms and conditions.