



# Terms of sales and delivery

## REAA automatdrejning ApS

### **1.0 General**

1.1 These terms apply to all agreements regarding offers, sales and deliveries made between the buyer and REAA automatdrejning ApS - hereinafter referred to as REAA.

### **2.0 Offers**

2.1 Offers apply for 30 days from current date and are subject to price adjustments on raw materials.

### **3.0 Prices**

3.1 The prices are ex warehouse, excl. VAT.

### **4.0 Payment conditions**

4.1 Payment terms are current month + 30 days unless otherwise agreed. For overdue payments, an interest rate of 2% per month is charged.

4.2 If payment terms are not complied with, REAA is entitled to consider the entire outstanding debt as due for payment.

4.3 Complaints about defects or delays in delivery do not justify the withholding of any part of the payment.

### **5.0 Delivery**

5.1 Delivery is ex factory, unless otherwise agreed.

5.2 For the delivered total amount, a production margin of +/- 10% of the ordered quantity is reserved.

5.3 Delivery date is agreed individually.

5.4 The buyer cannot claim any compensation or damages for late delivery.

### **6.0 Call-off orders**

6.1 Orders made in a collected production may be stored in a warehouse at REAA, and purchased in series, by agreement.

6.2 Changes to drawings cannot be made in the call-off period, and the entire order must be called off within 12 months.

6.3 The delivery time for current call-off orders is up to 5 business days, and 2-5 weeks for the first call-off.

### **7.0 Packaging**

7.1 Boxes are marked with order number, item/product number, quantity etc.

7.2 REAA cannot under any circumstances be held responsible for transport damages, notice 10.7

7.3 Special packaging according to buyers' request is on own account.

### **8.0 Drawing material**

8.1 Drawing material is supplied by the buyer in a condition good enough to enable production. REAA can help with finishing drawings.

8.2 Amendments to drawings must be made by the buyer or in close cooperation with REAA, and in accordance with settlement of stocks and current production.

### **9.0 Cancellation**

Cancellation of an order must be made prior to production start. If production has started and is stopped, the buyer is charged for items already machined + set-up.

### **10.0 Complaints**

10.1 Complaints about defects must take place in writing and within 8 days after receipt of the goods. Disputes concerning complaints shall be resolved by spot testing under DS/ISO 2859-1 according to "Acceptable Quality Limit (AQL)"

10.2 Complaints about defects that are not detected upon delivery of the product must be made in writing within 30 days of the invoice date. Thereafter, REAA's liability for the sold products ceases to apply in every respect.

10.3 In the event of a complaint regarding a delivery subject to flaws, REAA must always be contacted before any kind of sorting is begun.

10.4 REAA is entitled to rectify defects, including replacement of the products within a reasonable time

10.5 For products that the customer has attempted to alter or repair, and articles that have been improperly stored, used or treated, REAA holds no liability.

10.6 REAA is not liable for operating losses, loss of profits or other consequential economic losses suffered by the buyer or third parties as a result of defects.

10.7 If the buyer finds that transport damage to products has occurred or inconsistency in the quantity specified in the consignment note and what is physically received, it falls on the buyer at the time of receipt to state in writing substantiated reservations concerning the carrier for damages.

### **11.0 Force Majeure**

11.1 REAA is not held liable when the following conditions occur after the agreement has been entered and prevent or delay the fulfilment of the agreement: war and mobilization, riots and civil commotion, acts of terrorism, natural disasters, strikes and lockouts, goods shortages and shortages or delays from sub-suppliers, fire, lack of transport facilities, currency restrictions, import - and export restrictions, extraordinary interventions on the part of government or EU authorities, death, illness or resignation of key personnel or other circumstances that REAA cannot directly control.

In this case, REAA can postpone delivery until the obstacle has ceased, or alternatively cancel the agreement wholly or in part without compensation.

### **12.0 Product liability:**

12.1 For product liability, REAA is liable under the provisions of the Product Liability Act that cannot be deviated from by agreement.

12.2 REAA is not liable for product damage on any other basis. Product liability cannot exceed in amount the coverage of REAA's product liability insurance.

12.3 The customer is obligated to report in writing without undue delay to REAA if product liability damage has occurred or if there is a danger that such damage might occur.

12.4 To the extent that REAA may incur liability to third parties, the customer is required to indemnify REAA to the same extent that REAA's liability is limited in accordance with this section.

### **13.0 Disputes**

13.1 Disputes between the buyer and REAA automatdrejning ApS that cannot be cleared through negotiation will be settled by the Danish court.