

Sales and Delivery Conditions Ver. 01-2022

1. Validity

These sales and delivery conditions (hereinafter the "Conditions") apply to all offers, orders and deliveries from CK-TEKNIK A/S, VAT no. 11807275, Trehøjevej 5, 7200 Grindsted, Denmark, (hereinafter "CK-TEKNIK"), to any business customer (hereinafter "Buyer"), (hereinafter collectively "the Parties"), unless otherwise expressly agreed in writing. CK-TEKNIK is not bound by terms set forth by the Buyer, including any terms of purchase, even though CK-TEKNIK has not objected to such terms.

2. Sales material and price lists

Information in CK-TEKNIK's brochures, advertisements, product descriptions, price lists etc. that contain information about capacity, abrasion resistance, performance, technical data, dimensions, weight or the like is not legally binding on CK-TEKNIK and should only be considered as indicative. Reservations are also made for printing errors and model changes. Unless otherwise agreed, including special quality requirements, all products will be delivered as a regular merchandise and without liability for special quality requirements.

3. Offers

All offers are subject to intermediate sales. If CK-TEKNIK submits an offer that does not specify a special acceptance deadline, the offer will expire automatically if the Buyer's acceptance has not been received at CK-TEKNIK within 30 days from the date of the offer.

4. Prices

All prices are net prices and must be paid to CK-TEKNIK without set-off or deduction, unless otherwise agreed. The prices are exclusive of VAT, customs, taxes, packaging, transport costs, transport insurance and all other costs, which are borne by the Buyer, unless otherwise agreed. All orders under DKK 2,500, - excluding the above costs, are subject to a handling fee of DKK 250, -

5. Price changes

Until the time of delivery, CK-TEKNIK is entitled to change the price of the ordered product as a result of increased costs for CK-TEKNIK, including documented changes in material prices (> 2.5%), exchange rates, increase in terminal and transport costs, customs duties, taxes, fees, charges, etc. The same applies in the event of foreign, Danish or EU authorities intervention in pricing in relation to products of steel, stainless steel, aluminium, etc., including the setting of binding minimum prices and the imposition of anti-dumping duties, countervailing duties or other special duties, tax, etc.

6. Terms of payment

The payment terms are 15 days net calculated from the invoice date, unless otherwise agreed in writing. If payment is made after the due date, and is due to circumstances for which CK-TEKNIK is not responsible, CK-TEKNIK is entitled to calculate interest on the remaining debt at any time from the due date at an interest rate corresponding to 2% per commenced month. In addition, CK-TEKNIK is entitled to charge a reminder fee and a compensation amount in accordance with the provisions of the Danish Interest Act. Buyer is not entitled to set off any counterclaims against CK-TEKNIK, which is not expressly acknowledged in writing by CK-TEKNIK and is not entitled to withhold any part of the purchase price due to counterclaims of any kind.

7. Delivery

The delivery clause agreed between the Parties shall be interpreted in accordance with the INCOTERMS in force at the conclusion of the agreement. The delivery time is determined by CK-TEKNIK at best estimate, and if it cannot be complied with, the Buyer will receive notification of this and as far as possible about the time when delivery can be expected to take place. Any delay does not entitle the Buyer to cancel the purchase and / or demand any form of financial compensation from CK-TEKNIK.

8. Acceptance of delivery

In connection with the delivery, the Buyer must immediately make a thorough and appropriate examination of the delivered product. If the Buyer wants to claim that the delivered product has a visible damage, the Buyer must notify CK-TEKNIK immediately and no later than the day of delivery. If the Buyer wants to claim that the delivered product had an invisible damage during delivery, the Buyer must notify CK-TEKNIK within 5 days of the delivery of the product to the Buyer. If the Buyer wants to claim that CK-TEKNIK has not delivered the ordered number of products or that CK-TEKNIK has not delivered the ordered product, the Buyer must notify CK-TEKNIK within 5 days of the delivery of the product to the Buyer. If the Buyer in connection with the delivery of the product has signed a consignment note without remarks, the Buyer is subsequently barred from claiming that the delivered product had a visible damage on delivery or that the ordered number of products has not been delivered.

9. Connection to other equipment

Unless otherwise stated, the Buyer is responsible for connecting all other equipment not supplied by CK-TEKNIK to the product supplied by CK-TEKNIK.

CK-TEKNIK is not responsible for changes to hardware and software in equipment that is not included in CK-TEKNIK delivery. Faults or defects caused by existing equipment or in existing equipment are not covered by the warranty, nor do it affect the takeover procedures.

10. Confidentiality

Neither party has the right, without the consent of the other party, to disclose to third parties technical or commercial information that the other party at the time of entering into the agreement or later has indicated to be confidential. However, this does not apply to the extent that the delivery of such information is necessary for the parties to be able to fulfil their obligations under the agreement or is necessary for the operation and maintenance of the Delivery. Each of the parties is obliged to prevent that the said confidential information to a greater extent than described, be left to or used by the party's employees, consultants, subcontractors and other suppliers or others who have or may have access to such information with him. Use of CK-TEKNIK documents, logos or company letters for advertising purposes is only permitted with CK-TEKNIK's written permission.

11. Guarantee

The warranty period is twelve (12) months from delivery or 2,000 operating hours, unless otherwise agreed. For renovated used products, the warranty is 3 months, however, a maximum of 500 hours. The warranty covers damage that is demonstrably caused by poor material or defective design. Wear and tear parts are not covered by the warranty. The warranty only covers replacement of defective parts / items. Travel time, travel costs, accommodation and accommodation expenses are excluded. During the warranty period, only original spare parts from CK-TEKNIK and consumables according to CK-TEKNIK's specifications may be used, otherwise the warranty is voided. Parts under warranty must be returned to CK-TEKNIK at the Buyer's expense.

12. General Limitation of Liability

The parties have no liability to each other beyond what is stipulated in these conditions. This applies to any losses that a party suffers, such as operating losses, lost profits and other financial consequential losses or indirect losses. This limitation of liability does not apply if a party has been guilty of gross negligence or violated the rights of the other party.

13. Force majeure

Notwithstanding any conflicting terms in the agreement, CK-TEKNIK is not liable to the Buyer for non-fulfilment of obligations and is also not liable to the Buyer for losses that can be attributed to force majeure. Force majeure is matters that are beyond CK-TEKNIK's control and which CK-TEKNIK could not have foreseen at the conclusion of the agreement. Examples of force majeure are unusual natural conditions, war, terror, fire, flood, vandalism and labour disputes. It is expressly noted that the above list of examples is not exhaustive and that other examples that fall under this limitation of liability are conceivable. If delivery is temporarily prevented by one or more of the above circumstances, the delivery time will be postponed accordingly. If the impediment to delivery has been more than 12 weeks, CK-TEKNIK is entitled to cancel the relevant agreement without any liability being claimed.

14. Invalidity

If one or more of the provisions of these terms and conditions are declared invalid, illegal or unenforceable, no validity, legality or enforcement of any of the other provisions shall be affected or impaired thereby.

15. Governing Law and Jurisdiction

Any dispute that may arise in the parties' trade relations, as regulated by these conditions, and which cannot be resolved amicably, shall be settled at the Arbitration Institute in Copenhagen in accordance with the rules adopted by the Arbitration Institute, and using Danish legal rules. The International Sales Law (CISG) shall not apply in whole or in part.

16. Retention of title

CK-TEKNIK reserves, with the limitations that follow from mandatory legal rules, the ownership of what is sold, until the entire purchase price with the addition of any incurred costs have been paid to CK-TEKNIK. The full ownership of all intellectual property rights regarding products, spare parts and related services, including patents, designs, trademarks and copyrights, belongs to CK-TEKNIK.

17. Additional conditions

If installation is included in the agreement, Installation Terms and Conditions from CK-TEKNIK will apply.

Unless otherwise agreed, all documentation is provided in Danish or English.

CK-TEKNIK reserves the right to change the conditions without prior notice.