

TOROLEX

General conditions of sale and delivery

In general, the conditions mentioned below shall apply to all our offers, sales, deliveries and services, also in cases where the buyer stipulates other conditions. Variations shall only be valid if agreed by us in writing.

Offers

Unless otherwise specifically stated, offers are subject to confirmation. Offers shall only be binding on us if, on receipt of a final specified order, we are still able to procure the goods at the prices, exchange rates, delivery times and other conditions on which our offer was based. We reserve the right to adjust prices according to the exchange rate of the date of delivery. All prices are exclusive of VAT and other indirect taxes.

Orders

TOROLEX confirms the order from the buyer by forwarding an order confirmation or invoice. An order may only be cancelled if this is stated specifically on the order confirmation or invoice or is otherwise agreed in writing. No right of cancellation will be agreed for non-stock goods or goods bought or produced especially for the customer. A fee of 15% of the value of the uncompleted order shall be charged for any cancellation.

Delivery

Our terms of delivery are ex warehouse, excluding packaging. Orders are shipped for the buyer's own account and risk. Unless we have been otherwise instructed in writing, we shall choose the means and route of transport at our own discretion.

Time of delivery

Any times quoted for delivery are estimated delivery times and will be met if possible. In case of considerable delay due to negligence on the part of TOROLEX, the customer is entitled to compensation, which shall, however, in no circumstances cover loss of profit, loss suffered by a third party, consequential loss or other indirect losses. Furthermore, any compensation shall not exceed 25% of the purchase price of the delayed delivery. All orders are accepted subject to force majeure such as strike, lock-out, war, unrest, fire, import or export bans, transport problems, general scarcity of goods or other circumstances beyond our control, including delayed or defective deliveries from our suppliers due to the above mentioned circumstances.

Payment

Our terms of payment are net cash, unless otherwise agreed upon. The buyer shall not be entitled to withhold payment due to any counterclaims not accepted in writing by us. If the time for payment is exceeded, default interest of 2% shall be added per month as from the due date. If the buyer fails to comply with the agreed terms for the payment of the purchase price, TOROLEX shall not be obliged to make further deliveries.

Guarantees

We will endeavour always to supply goods which comply with the standards and specifications stated in our data sheets and those of our suppliers as well as other technical specifications. If these specifications have not been met, we undertake, at our own discretion, either to repair or exchange the defective unit(s) without charge to the customer within the guarantee period. The guarantee period is one year for our own products. As regards our suppliers' products, the guarantees of the individual suppliers shall apply. The guarantee commitment shall lapse in case of abnormal wear, damage, inadequate maintenance, incorrect installation or faults following repair work not carried

out by us. Likewise, components that have been used or which otherwise bear evidence of use shall not be accepted as defective. We shall assume no responsibility for defects or reduced benefit from a defective delivery. We shall thus not be liable to pay compensation for consequential loss or other indirect losses. Complaints of visible defects shall reach us not later than eight days after the date of delivery. Other complaints shall be made immediately after the defect in question has been ascertained. The customer shall be obliged to inspect and test the goods thoroughly on delivery.

Return of goods

Goods shall only be returned following previous agreement with TOROLEX who will furnish the customer with a return number if the return is accepted. The return of goods bought or produced to the customer's specifications will normally not be accepted. The return of other, undamaged, goods may be accepted against payment of a fee of 15% of the invoice value of the goods. Returned goods shall be delivered at our address for the buyer's own account and risk.

Product liability

TOROLEX shall be liable according to current Danish legislation on product liability for personal injury or damage to property which may have been caused by faults or defects in the products or services supplied. TOROLEX shall in no case be liable for consequential loss, loss of profit or other financial consequential losses or indirect losses.

Special provisions

In so far as the above conditions prove insufficient, reference is made to the Danish Sale of Goods Act, Danish contract law and Danish marketing law.

Governing law and venue

All agreements on sale and delivery shall be governed by Danish legislation. In case of disputes between TOROLEX and the buyer, such disputes shall, if the parties fail to reach agreement through negotiation, be brought before the Maritime and Commercial Court in Copenhagen. If the Maritime and Commercial Court declares itself incompetent, the case shall be brought before the Metropolitan Court of Copenhagen or the Eastern Division of the Danish High Court in accordance with the provisions of the Danish Administration of Justice Act.

TOROLEX
Enebovænge 29
DK-3520 Farum
Denmark

Tlf. +45 38 10 70 50
www.torolex.com