



# General terms & conditions

(ver.5 – November 2020)

## 1 General terms and conditions

1.1 In the absence of any other agreement these general terms and conditions shall apply to all Kattegat Teknik's quotations, confirmation of order, invoices and other contracts (hereinafter Contract) regarding sale and lease of products, repairs, service given and development etc. (hereinafter Products).

1.2 Special conditions of purchase or specific requirements for the Customers purchase are not legally binding for Kattegat Teknik unless Kattegat Teknik in writing expressly has accepted such.

## 2 Quotation/order

2.1 Agreements between Kattegat Teknik and a Customer are only considered legally binding when Kattegat Teknik confirms such agreement in writing. Quotations from Kattegat Teknik are valid for 30 days.

## 3 Terms of payment and retention of ownership

3.1 Unless otherwise expressly provided for in the Contract the price for Products shall be payable at the date stated in the invoice of Kattegat Teknik. The title to and ownership of the Equipment shall remain Kattegat Teknics until full payment inclusive of interest and costs are paid in full.

3.2 In case of default of payment Customer is obliged to pay interest at the rate of 1.5 % per month or part of a month from due date for payment until payment is effected. In addition, Kattegat Teknik is entitled to charge a default fee of DKK 340,00 in case of default of payment.

3.3 The purchase price cannot be set off by the Customer against claims regarding other legal matters. The Customer does not have right to withhold payment in case of late performance, default notice or in case Customer intends to raise a counterclaim regarding the specific supply.

3.4 If Customer do not fulfil its payment obligation to Kattegat Teknik, Kattegat Teknik reserve the right to withhold further supplies and to stop any service until full payment of all debts owing has been effected.

3.5 If purchases are made on the web shop using payment cards, Kattegat Teknik will withdraw the amount due when shipping the Products.

## 4 Delivery

4.1 Unless otherwise agreed in writing all sales are ex-works at Kattegat Teknik in Grenå, according to Incoterms 2020. In the event of a delay in delivery due to circumstances within the control of Customer, the Products will be placed at Kattegat Teknik for Customer's own account and risk. Kattegat Teknik is in such case entitled to charge warehouse rent, costs etc. Time of delivery is calculated from confirmation of order. Regardless of statement of time of delivery, any time of delivery or date of delivery is approximate, and Kattegat Teknik will use its best endeavours to deliver as punctual as possible.

4.2 In the event of a delay in delivery due to circumstances beyond Seller's control, Customer is not entitled to cancel the order, nor refuse to accept delivery and does not have any right to compensation. Circumstances beyond Seller's control includes but is not limited to strikes, lock-outs, failing deliveries from subcontractors and force majeure events. This also applies to part deliveries.

## 5 Price

5.1 All sales and deliveries are executed according to the prices applicable at time of delivery as stated at either Kattegat Teknik's order confirmation or at Kattegat Teknics website. Quotations and prices stated in quotations, order confirmation and invoices are exclusive of VAT and any other taxes, duties, freight, handling fees, charges etc. associated with delivery.

5.2 Kattegat Teknik is not obliged by typing errors in prices, misprints etc., at the web shop, quotations etc.

5.3 Kattegat Teknik reserves right to modify prices without prior notice due to extraordinary increase in prices of raw material, subcontractor's prices and increase of staff costs.



5.4 Kattegat Teknik is entitled to charge a fixed handling fee on 6 % of any purchase sum, maximum DKK 775, covering costs of packaging, consignment etc.

## **6 Returns**

6.1 Unless otherwise agreed in writing, purchased Products cannot be returned. Products that are purchased by Kattegat Teknik on request by Customer or are specially constructed to the Customer, can never be returned. If a product according to a written agreement is returned to Kattegat Teknik, the purchase price is reimbursed to Customer minus a deduction of 20 % of the purchase sum covering cost of handling, administration and testing. Furthermore, freight expenses are in addition hereto Customer's cost. Finally, costs of repair and/or repacking of returned Products is Customer's cost. Kattegat Teknik is entitled to deduct such costs in the purchase sum before reimbursement hereof.

## **7 Lack of conformity and liability**

7.1 Customer is obliged to examine delivered goods immediately and within 7 days after receipt. If Customer does not provide a written notice of a possible lack of conformity between a Product and the contract immediately after having discovered or should have discovered such lack of conformity, and under all circumstances not later than 6 months from delivery, Customer forfeits any rights due to the lack of conformity.

7.2 In case of documented lack of conformity between the Product and the Contract, Kattegat Teknik is always entitled to rectify such defects within a reasonable time by repair or replacement at Kattegat Teknik's choice.

7.3 Rectification will be performed by Kattegat Teknik at its choice at its own workshop, or at Customer, in both cases shall all costs related hereto be borne by Customer.

7.4 Customer cannot make any claim based on a defect than the above-mentioned. Hence the Customer is not entitled to rescind the contract or claim damages unless the lack of conformity is caused by gross negligence or intent by Kattegat Teknik.

7.5 Kattegat Teknik is without any responsibility for lack of conformity of Products and/or performance of Products that are designed and/or produced under instruction of Customer or if a design and/or construction principle is approved by Customer.

7.6 Kattegat Teknik's is under all circumstances not liable for defects due to normal wear and tear, unusually use, misuse, overload, lack of maintenance, or faulty operation etc. Furthermore, Kattegat Teknik is not liable for defects due to Products being used directly or indirectly for racing and/or is installed in a vehicle that in whole or partly is used for racing. The same apply for Products that are used in any other way than intended to. Modifications conducted on Products without Kattegat Teknik's written approval and/or repairs or adjustments carried out by other than Kattegat Teknik are in addition outside the liability of Kattegat Teknik.

7.7 Unless otherwise agreed in writing, Kattegat Teknik accepts no responsibility and is not liable in any form concerning the sale of used Products.

7.8 Instructions, information and/or other guidance provided by Kattegat Teknik directly or via its web shop and/or it web-site are not considered as consultancy but solely as a non-binding service, wherefore Kattegat Teknik is never liable for such instructions.

7.9 Kattegat Teknik's liability for damages is limited to the invoiced price of the non-conforming Product. Furthermore Kattegat Teknik is under no circumstances liable for damages for indirect loss, including loss of profits, business interruption, legal costs, additional costs of travelling, withdrawal of Customers products, examination, analysis, transport of the non-conforming Product and/or other financial losses.

## **8 Product liability**



8.1 Kattegat Teknik is in accordance with Danish legislation liable for damages on other products than the delivered caused by the product delivered by Kattegat Teknik. Kattegat Teknik is under no circumstances (unless otherwise provided specific by applicable mandatory law) liable for indirect loss, including loss of profits, business interruption, legal cost, additional costs of travelling, withdrawal of Customers products, examination, analysis, and other financial loss. If Kattegat Teknik's product is incorporated in or affixed to another product, Kattegat Teknik is under no circumstances liable for damages.

## **9 Limitation of liability**

9.1 Kattegat Teknik's liability for damages to a third party including liability to Customer and other contracting parties is limited similarly as above in 8.1. Kattegat Teknik liability cannot under any circumstances exceed DKK 1.000.000 per claim and furthermore cannot exceed DKK 2.000.000 per calendar year.

9.2 Kattegat Teknik waives all liability regarding handling including lifting, winding, unloading, transportation etc. of third parties' materials both outside and on Kattegat Teknik's property. Therefore, third parties are encouraged to maintain an all-risk/hull insurance that covers damage in the situations mentioned above.

9.3 Kattegat Teknik waives all liability regarding hot work including welding work and the like on third parties material both outside and on Kattegat Teknik's property. Therefore, third parties are encouraged to maintain an all-risk/hull insurance that covers damage in situations mentioned above.

## **10 Consumer transaction**

10.1 The following rules are only applicable as between customers and Kattegat Teknik in cases where the purchased Product is intended for personal use, i.e. a consumer transaction. Purchases made under a CVR-number are never regarded as a consumer transaction.

10.2 All prices on the web shop are shown in Danish kroner inclusive of VAT and the price exclusive of VAT in bracket. Prices, any charges and the total purchase sum always appear of the confirmation of order.

10.3 The Products are covered by a 2-year warranty in accordance with the Danish Sale of Goods Act (købeloven) including manufacturing defects and defects in material, which are discovered by normal use of the product. Excluded from the warranty are not defects, damage, wear and tear as result of direct or indirect faulty operation, poor maintenance, or unauthorised action. Default notice must be given to Kattegat Teknik within a reasonable time.

10.4 Private consumers who purchase in Kattegat Teknik's web shop have 14 days right to return. This does not apply to private consumers who purchase in the physical store of Kattegat Teknik. The right to return is calculated from the day of delivery. Kattegat Teknik will refund the purchase sum within 14 days after the returned products are received safely. Cost of return is at Customer's cost.

10.5 The Customer is liable for any reduction of the value of the products caused by other handling than necessary to determine the product's type, performance and the way it operates. i.e. the products can be inspected and handled with reasonable care like a customer would be allowed to in a store without affecting the value of the product. Handling and inspection of the product beyond this is anticipated to result in a diminution in value that Kattegat Teknik is entitled to deduct from the refund.

10.6 Personal information registered at Kattegat Teknik, will under no circumstances be transferred, sold or made available to any third party. As regards to electronic payment on Kattegat Teknik's web shop a secure, encrypted and NETS-approved system is available. When ordering on the web shop is data on name, address, email etc. collected. This information is used for processing the order solely. The information is transmitted and is stored electronically in unencrypted form for 5 years. Customers are always entitled to request information of the information registered.

## **11 Governing Law and Jurisdiction**

11.1 Any dispute, controversy or claim arising out of or in connection with the present terms and conditions of sale, the Contract or any legal relationship arising from it, including any disputes regarding the



existence, validity or termination, shall be finally settled by the court in Aarhus governed and interpreted solely in accordance with the laws of Denmark.