

General Terms of Sales and Delivery for HARTING ApS

CVR. 28715994

Valid per. 11 December 2019

Generally, the "General Terms and Conditions of Sale" is applicable to all offers, sales, deliveries and other services, also in cases where the buyer prescribes other terms and conditions. Deviations from this are only valid if HARTING ApS has agreed in writing.

1) Documentation

All illustrations, target and weight indications, and other descriptions and references in our catalogs, brochures, price lists or any other documentation, etc. are solely indicative and unconnected.

2) Prices

All prices in our price lists and on our offers, invoices and the like are stated excl. VAT and other state taxes. HARTING ApS reserves the right to change the stated prices without prior notice. Prices include factory packaging and marking of the item.

3) Offers

Unless otherwise stated, offers are valid for 30 days. Offers are binding only if HARTING ApS can still obtain the goods at prices, exchange rates, customs duties, transportation costs and other costs, delivery times and other terms on which our offer was originally based upon.

4) Orders

HARTING ApS reserves the right to change measures, prices and the like on our goods without prior notice. Unless otherwise agreed, orders will be recorded with the prices applicable on the day of delivery. HARTING ApS reserves the right to calculate new or increased prices in cases where our supplier has made reservations. Increase in wages, material costs, etc., which arise after the order is noted. Such changes do not entitle the buyer to cancel the order. For orders with an invoice amount below DKK 1500,00 excl. VAT is calculated processing fee according to the current rules, pt. DKK 225.00. Unless orders are entered by the customer himself on e-Business. Within our standard product range customer orders are only accepted as canceled if by prior agreement. Customer orders, which include specially manufactured or sourced materials, normally cannot be canceled without the written confirmation of our supplier. In the case of supplies of specially manufactured or ordered materials, HARTING ApS reserves the right to deliver up to 10% above or below the quantity ordered or equivalent to the supplier's custom. In the event of unforeseen events which delay or imply delivery, also for our supplier, HARTING ApS is entitled to terminate the agreement in full or in part without claiming damages or other forms of financial compensation.

5) Order Confirmations

In order confirmation, the notified delivery times are given at best estimates and are calculated from the date of full disclosure. Delivery is available. The confirmed prices and rebates are based on the list prices that apply when order confirmation is issued, and HARTING ApS reserves the right to change the prices at the prices applicable on the delivery date.

6) Delivery

HARTING ApS is entitled at all times to make partial deliveries and divisions, if this is reasonable for the buyer. When ordering smaller quantities, HARTING ApS is entitled to increase the quantity ordered to the smallest package.

7) Shipping

All items are shipped in the manner HARTING ApS considers to be most appropriate at any time and without liability for any shipping differences. Reading and shipping will be uninsured at the customer's risk (Incoterms - FCA) damage and delays during shipping will not be replaced. HARTING ApS strives to take into account the wishes and interests of the customer regarding the way of shipment and shipping; thereby causing additional costs - even upon agreed freight delivery - must be borne by order. The shipping department's notification is equal to shipping.

8) Warranty

HARTING ApS endeavors to deliver products that meet the standards and specifications stated in our data sheets and other technical specifications at any time. If these specifications are not complied with, HARTING ApS undertakes to exchange the defective item (s) free of charge to the customer. HARTING ApS assumes no liability for defects or for impaired benefit from defective delivery. HARTING ApS is thus not liable for operating loss, loss of earnings or other indirect loss. Complaints regarding the quality of the product, defects in construction, material or manufacture must be made within a period of 12 months from the date of delivery. Complaints that are not related to the quality of the goods must be made within 8 days from the date of delivery.

9) Product liability

HARTING ApS is solely responsible for personal injury if it is proved that the damage is due to maladministration or by others or by whom HARTING ApS is responsible. HARTING ApS is not responsible for damage to property or property. HARTING ApS is not responsible for operating losses, lost earnings or other indirect losses. To the extent that HARTING ApS had to be held responsible for third party liability, the buyer is obliged to be indemnified to the same extent as our liability is limited in accordance with the preceding paragraphs. If a third party claims against one of the parties for liability under this paragraph, that party shall immediately inform the other party accordingly. HARTING ApS and the buyer are mutually obliged to sue in the court which is seeking compensation claims against one of them on the basis of an injury allegedly caused by the delivery. Our liability for damage to items is in all circumstances limited to DKK 500,000.00. Any lawsuit must be conducted by Danish court of law.

10) Return

New unused items from our standard warehouse program in original unbroken packaging may be returned within 90 days of delivery, but only by prior agreement and only for a fee of min. 20% of the item's invoice value. If you wish to return later, a fee of 50% of the item's invoice value will be charged. Stock lines with invoice amounts below DKK 1000.00 are not credited. Amount that HARTING ApS would be required upon receipt will be deducted from crediting the value of the shipment. Upon return, order number and delivery date must be given. Specially manufactured or specially recycled goods can not be returned.

11) Payment Terms

Unless otherwise agreed, our payment terms are 15 days net from the invoice date. However, HARTING ApS may at any time charge the delivery for cash payment. In case of payment later than the due date, interest can be calculated from the due date of the invoice amount, including VAT, cf. the Interest Act, and the invoice can be added to the current tax refund fee. Upon expiration of the payment period in the letter of cancellation, the amount will be deducted from debt collection. One possibly. Complaints do not entitle the buyer to withhold payment for delivered deliveries. By entering into the specification, production or delivery of special goods or services, HARTING ApS reserves the right to demand full or partial prepayment.

12) Other Terms

To the extent that the above conditions are not comprehensive, please refer to NLM 94.