

# General Terms of Sales and Delivery for HARTING ApS

CVR. 28715994

Valid per. 01 January 2020

Generally, the "General Terms of Sales and Delivery" 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, web pages, price lists or any other documentation, etc. are solely indicative and unconnected.

## 2) Prices

All prices in our price lists, on our web page 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 HARTING standard 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.

HARTING ApS reserves the right to reject orders.

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, by increase in wages, material costs, etc., which arise after the order is noted. Such changes do not entitle the buyer to cancel the order. 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 makes delivery impossible, also for our supplier, HARTING ApS is entitled to terminate the agreement in full or in part without being claimed for damages or other forms of financial compensation. For orders with an invoice amount below DKK 1500,00 excl. VAT is calculated processing fee according to the current rules, pt. DKK 250.00. Unless orders are entered by the customer himself on e-Business.

## 5) Order Confirmations

In order confirmation, the notified delivery times are given at best estimates and are calculated from the date of full disclosure of when the 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 to 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 available package. (Minimum Order Quantity)

## 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 cost differences.

Loading and shipping will be uninsured at the customer's risk (Incoterms - FCA). Damage and delays during shipping will not be compensated.

HARTING ApS strives to take into account the wishes and interests of the customer regarding shipment and shipping; thereby caused additional costs - even upon agreed free freight deliveries - must be paid by the buyer. 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 any loss from defective or delayed 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 manufacturing 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 from HARTING ApS or by others by whom HARTING ApS is responsible for. HARTING ApS is not responsible for damage to any 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 liable to the same extent as our liability. This is limited in accordance with the preceding paragraphs. If a third party makes 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 be sued in the court which is seeking compensation claims against one of them, on the basis of an injury allegedly caused by the delivery.

Any lawsuit must be conducted by Danish court of law.

## 10) Returns

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 invoicing value. If a buyer wishes to return items later, a fee of 50% of the item's invoicing value will be charged. No items can be returned after 12 months after delivery. Stock lines with invoice amounts below DKK 1000.00 are not credited. Any cost that HARTING ApS would be charged upon receipt will be deducted from the crediting value of the shipment. Upon return request, order number and delivery date must be given. Specially manufactured or specially purchased goods cannot 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 change the delivery to 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. The invoice can be added a dunning fee. Upon expiration of the payment period in the dunning letter, the amount will be subject to debt collection.

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.

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