

**June 2024**

**For the supply of springs.**

**Scope**

1. The general terms and conditions of delivery below apply insofar as they are not waived by written agreement between the parties.

**Packing**

2. Seller's standard packing is used unless other agreement is entered.

**Quantities, weights**

3. Reservations of the right to deviate from the agreed weights or quantities shall only apply if agreed by the parties.

**Product information**

4. The weights, dimensions, capacities, prices, technical and other data included in catalogues, prospectuses, circulars, advertisements, illustrated matter, price lists and similar product information constitute an approximate guide. These data shall not be binding save to the extent that they are by reference expressly included in the contract.

**Delivery clause**

5. Unless otherwise agreed, the delivery shall be considered to be sold "ex works"/EXW.

6. Agreed delivery clauses shall be interpreted in accordance with the Incoterms (the International Rules for the Interpretation of trade Terms of the International Chamber of Commerce in force at any time).

**Delivery time**

7. If a delivery is delayed as a result of any of the circumstances mentioned in Clause 18 or circumstances for which the buyer is responsible, the delivery period shall be extended to the extent deemed reasonable in the circumstances. With the exception of the cases described in Clause 8, this provision shall apply regardless of whether the cause of the delay occurs before or after the end of the agreed delivery period.

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8. If a fixed time for delivery is provided for in contract, and the seller fails to deliver within such time or any extension thereof granted under Clause 7, the buyer shall be entitled, on giving to the seller within a reasonable time notice in writing, to claim delivery and to fix a final, reasonable time limit for delivery and thereby indicate that the buyer intends to terminate the contract if delivery does not take place within such time limit. If delivery is not effected within the fixed time limit the buyer shall be entitled by written notice to the seller to terminate the contract.

9. If the buyer terminates the agreement in accordance with Clause 8, the buyer shall be entitled to claim compensation from the seller for any direct additional costs incurred by the buyer for procuring an equivalent delivery elsewhere up to a maximum of EUR 10,000. The buyer shall not be entitled to any further compensation as a result of the above-mentioned delay on the part of the seller. The buyer shall only be entitled to claim compensation if the buyer can prove that the buyer could not buy the goods elsewhere to a similar price than from the seller.

If the buyer does not terminate the agreement, the buyer shall not, unless otherwise agreed, be entitled to any compensation for the delay on the part of the seller.

### **Payment**

10. Unless otherwise agreed payment shall be made 14 days after delivery and date of invoice.

11. If the buyer does not make payment on time, the seller shall be entitled to charge late payment interest from the due date, which may exceed the official maximum discount in the seller's country by the following percentages:

If the seller's country is:

Denmark: 2 per cent Finland: 3 per cent Norway: 4 per cent Sweden: 9 per cent

12. If the buyer fails to accept delivery on the due date, he shall nevertheless make any payment conditional on delivery as if delivery had taken place.

### **Liability for defects**

13. In the event of non-payment, the seller shall be entitled to stop ongoing production for the buyer.

14. Complaints concerning defects shall be made in writing and without undue delay. If the buyer fails to comply with this stipulation, he shall lose the right of replacement according to Clause 15.

15. If the seller does not replace any faulty deliveries within a reasonable period after the buyer has made a complaint in accordance with Clause 14, the buyer shall be entitled to terminate the

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Hagensvej 13 . DK 9530 Støvring . Denmark

+45 98 37 14 44 . home@hagens.com . CVR 89 49 04 13

www.hagens.com

agreement by notifying the seller in writing insofar as it relates to the defective portion of the delivery. If the buyer terminates the agreement, the buyer shall be entitled to claim compensation from the seller for any direct additional costs incurred by the buyer for procuring an equivalent delivery elsewhere up to a maximum of EUR 10,000. The buyer shall not be entitled to any further compensation as a result of the above-mentioned. The buyer shall only be entitled to claim compensation if the buyer can prove that the buyer could not buy the goods elsewhere to a similar price than from the seller.

16. The seller accepts no responsibility for defects or loss of profit resulting from defective deliveries above and beyond the provisions of Clauses 14 and 15. The seller shall therefore not be liable to pay compensation for operating losses, loss of earnings or other indirect losses. This limitation of the seller's liability shall not apply if the seller is guilty of gross negligence.

17. The seller shall be liable for personal injury if it is shown from the circumstances that the injury or damage is due to negligence on the part of the seller or others for whom he is responsible. The seller shall not be liable for damage to real estate or movables. The seller shall not be liable for operating losses, loss of profit or other indirect losses. To the extent product liability may be imposed on the seller in relation to a third party, the buyer shall hold the seller harmless to the same extent to which the seller's liability is limited in accordance with the preceding three paragraphs. If a third party makes any claims against either party for damages in accordance with this Clause, either party shall notify the other party without delay. The seller and the buyer are mutually liable to be sued before the court hearing claims for damages made against either of them on the basis of damage, which it is claimed is caused by the supply. The mutual relationship between the buyer and the seller shall, however, always be settled by arbitration according to Clause 20 hereof. These limitations of the seller's liability shall not apply if the seller is guilty of gross negligence.

#### **Exemption of liability (force majeure)**

18. The following shall be considered as cases of exemption of liability if they intervene after the formation of the contract and impede its performance: industrial disputes and any other circumstances e.g. fire, war, mobilization, military calls of a similar extent, requisitions, seizure, currency restrictions, insurrection and disturbances, shortage of transport, general shortage of materials and restrictions in the use of power, the total or partial shutdown of society, government shutdown of the seller's business, when such other circumstances are beyond the control of the parties, and defects in or delay of supplies of sub-suppliers which are due to any of the circumstances mentioned in this Clause.

19. The party wishing to claim relief by reason of any of the circumstances of Clause 18 above shall notify the other party in writing without delay on the intervention and on the cessation thereof. If by reason of any of the said circumstances, the performance of the contract within a reasonable time becomes impossible, either party shall be entitled to terminate the contract by notice in writing to the other party.

#### **Arbitration**

20. Any disputes relating to the agreement and the legal relationships resulting from it may not be subject to review by the courts, but must be finally settled by arbitration in accordance with the law in the seller's country.

#### **Rider to GENERAL CONDITIONS:**

##### **Packing**

All prices specified in any offers and other agreements relate to products excluding packing. All packing delivered by the seller shall be invoiced to the buyer and its return shall not be accepted unless otherwise agreed.

##### **Portals, quality documents etc.**

All prices specified in any offers and other agreements relate to products excluding special handling of the buyer's own portals, delivery of quality documents and similar.

##### **Tools**

If the seller produces tools or other equipment expenses incurred in this connection shall be stated separately and be debited to the buyer. All tools and other equipment shall remain the property of the seller. Expenses incurred in connection with general maintenance of tools shall be paid by the seller. Major inspections/direct replacements of parts/components due to wear are to be paid by the buyer. Requested alterations shall be debited to the buyer unless these are due to faults or defects on the part of the seller. All obligations of the seller concerning tools and other equipment shall lapse three years after concluded delivery. The seller shall notify the buyer before scrapping/destruction takes place. Payment for tools shall be effected by 50 per cent on order and the remaining 50 per cent on approval/dispatch of buying samples.

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**Quantity**

Unless otherwise agreed the seller reserves a right to variations in deliveries by a maximum of +/- 20 per cent.

If deliveries of material are to be made successively according to a delivery plan, the seller shall be entitled to produce the agreed total quantity at the beginning of the delivery period.

**Surface treatment**

Breaks in material after electrolytic surface treatment shall be for the customer's own risk, irrespective of whether the surface treatment is made through the seller at the request of the customer.

**Time of delivery**

If the parties have agreed that drawings and/or buying samples shall be approved by the buyer before delivery is commenced, the time of delivery shall be counted from the date on which the seller received written approval from the buyer.

**Validity of offer**

The offer shall be valid for 30 days unless otherwise stated.

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