

# Sales and Delivery Terms and Conditions

SEPTEMBER 2024



# Sales and Delivery Terms and Conditions

## PG Flowtechnik Scandinavia ApS

### 1. Validity

The following terms apply to all our offers, sales, deliveries, and services, even in cases where the buyer prescribes other conditions. Deviations are only valid if we have expressly agreed to them in writing.

### 2. Offers

All offers are made subject to prior sale, cf. section 3. Unless otherwise stated in the offer, it is only valid if acceptance is received by us no later than 30 days after the offer date.

### 3. Prior Sale

Until the buyer's acceptance has been received by us, we are entitled to enter into an agreement with a third party regarding the offered goods, with the effect that the offer to the buyer lapses.

We must, after receiving the acceptance, promptly notify the buyer in writing that the offer has lapsed. We cannot be held liable due to non-fulfillment of the agreement as a result of prior sale.

### 4. Orders

If an order confirmation deviates from the order by additions, restrictions, or reservations, and the buyer does not wish to accept these changes, the buyer must notify us within 1 week.

Otherwise, only our order confirmation applies. Orders placed for future delivery must be fulfilled within 1 year from the date of the first delivery request.

If the ordered quantity is not requested within the agreed timeframe, we reserve the right not to deliver the unrequested quantity, and for goods already delivered, the buyer shall pay any additional difference between the contract price and the price according to our price list at the time of delivery.

### 5. Prices

Our prices are based on the prices applicable on the day of delivery. Unless otherwise stated, prices are net, excluding VAT. We reserve the right to change prices as a result of documented changes in exchange rates, customs duties, taxes, levies, transportation costs, and other expenses related to the agreed delivery. Such changes do not entitle the buyer to cancel the order. Handling fees will be charged according to our current regulations.

### 6. Payment Terms

Payment must be made no later than the date specified on the invoice as the last due date for payment. If such a date is not specified, payment must be made in cash upon delivery. In the event of late payment, interest will be charged on the outstanding balance (including interest) from the due date at the official discount rate plus 9%, but at least the percentage rate stated on the invoice.

The buyer is not entitled to set off any claims against us that have not been acknowledged by us in writing and has no right to withhold any part of the purchase price due to counterclaims of any kind.

### 7. Retention of Title

The seller reserves the right to the sold goods, subject to the limitations that follow from mandatory legal rules, until the entire purchase price plus accrued costs have been paid to the seller or to the party to whom the seller has transferred their rights, cf. section 15.

If the goods are sold with the intention of later being incorporated into or combined with other objects, the goods are not covered by the retention of title once incorporation or combination has taken place. In the case of transformation or processing of the sold goods, the retention of title remains, so that it includes the transformed or processed object to the extent that the value of the sold goods represented at the time of sale.

### 8. Delivery

Delivery takes place ex our address at the buyer's expense and risk. The delivery time is determined to the best of our judgment in accordance with the conditions existing at the time of the offer or the conclusion of the agreement.

Unless otherwise expressly agreed, a postponement of the delivery time by 14 days due to the seller's circumstances is considered as timely delivery, so the buyer cannot exercise any rights against us on this basis.

If the delay in delivery is due to a situation as indicated in section 12.3, the delivery time is extended by the period that the obstacle lasts, but both parties are entitled to cancel the agreement without liability if the obstacle lasts for more than 3 months.

This provision applies regardless of whether the cause of the delay occurs before or after the agreed delivery time. We must notify the buyer of the change in delivery time without undue delay.

### 9. Packaging

Packaging is provided at the buyer's expense unless it is expressly stated that it is included in the price. The packaging is only returned by special agreement.

### 10. Product Information

Drawings, specifications, etc., which are provided by us before or after the conclusion of the agreement, remain our property and may not be passed on to third parties without written agreement or otherwise misused.

All information about weight, dimensions, capacity, price, technical and other data listed in catalogs, brochures, circulars, advertisements, visual materials, and price lists are approximate and for guidance only.

We cannot be held responsible for any errors or misinterpretations in this material.

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Such information is only binding to the extent that the agreement expressly refers to it. In all cases, changes and similar relating to technical specifications, etc., are reserved. We assume no responsibility in connection with advice on the choice and use of our products.

### 11. Defects and Complaints

Upon delivery, the buyer must immediately carry out an examination of the goods as is customary in good business practice. If the goods are not manufactured by us, the same conditions apply between us and the buyer as between our supplier and us, so that we are only liable to the buyer to the extent that our supplier is liable to us. These conditions will be communicated to the buyer no later than at the conclusion of the agreement. If the buyer wishes to claim a defect, the buyer must immediately after the defect is or should have been discovered, give us written notice thereof, stating what the defect consists of.

If the buyer has discovered or should have discovered the defect and does not complain as stated, the buyer cannot later claim the defect. At our discretion, defects in the sold goods will be remedied, or the goods will be replaced. If remedy or replacement does not occur within a reasonable time, the buyer is entitled, subject to Danish law and these sales and delivery terms, to cancel the agreement, demand a reduction in the purchase price, or claim compensation.

If the buyer has not claimed the defect against us within 6 months after the delivery date, the buyer cannot later claim it. For parts that are replaced or repaired, we undertake the same obligations as for the originally sold goods for a period of 6 months, but in such a way that our liability for defects in any part of the sold goods does not exceed 1 year from the original delivery date. Alteration or intervention in the sold goods without our written consent releases us from any obligation.

### 12. Limitation of Liability

A claim for compensation against the seller cannot exceed the invoice amount for the sold item. We are not liable for lost profits, loss of earnings, or other indirect losses in connection with the agreement, including indirect losses arising from delays or defects in the sold goods.

The following circumstances result in our exemption from liability if they prevent the fulfillment of the agreement or make fulfillment unreasonably burdensome: labor disputes and any other circumstances beyond the control of the parties, such as fire, war, mobilization, or unforeseen military call-ups of equivalent scope, requisition, seizure, currency restrictions, riots and civil disturbances, lack of transport means, general scarcity of goods, restrictions on power supply, and defects or delays in deliveries from subcontractors caused by any of the aforementioned circumstances.

Circumstances as mentioned, which occurred before the offer or the conclusion of the agreement, only result in exemption from liability if their impact on the fulfillment of the agreement could not be foreseen at that time. It is incumbent upon us to notify the buyer in writing without undue delay if circumstances as mentioned above occur.

### 13. Returns

Goods are only accepted for return after prior written agreement. In cases where the buyer is entitled to cancel the purchase, or where the goods are returned to the seller for exchange or remedy of defects, the goods must be sent to us in their original packaging and at the buyer's expense and risk. To the extent that we incur shipping costs, etc., we are entitled to demand reimbursement from the buyer and offset these against any claims the buyer may have against us. After completed repairs or exchange, the buyer is obligated to collect the repaired or exchanged item from us at their own expense and risk.

### 14. Product Liability

Product liability is governed by the applicable rules in Danish law. To the extent that nothing else follows from mandatory legal rules, we are not liable for lost profits, loss of earnings, or other indirect losses.

### 15. Transfer of Rights and Obligations

We are entitled to transfer all rights and obligations under the agreement to a third party.

### 16. Other Conditions

To the extent that the above terms are not exhaustive, reference is made to NLS 82 general delivery terms for the delivery of standard goods. For the delivery of machinery and other mechanical and electrical equipment, reference is similarly made to NL 85 and NLM 84.

### 17. Disputes

Any dispute between the parties shall be finally and bindingly settled by arbitration at HTS Arbitration, in accordance with the rules of this arbitration body and otherwise in accordance with Danish law. Sales and Delivery Terms PG Flowteknik Scandinavia ApS



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