

# Terms and Conditions of Sale and Delivery



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## PG Flowtechnik Scandinavia ApS

### 1. Validity

The following terms and conditions apply to all our offers, sales, deliveries and services, including in cases where the buyer prescribes other terms and conditions. Deviations shall only be valid if we have confirmed our acceptance thereof in writing.

These terms and conditions of sale and delivery apply to sales to business customers, unless otherwise agreed in writing. By placing an order, the buyer is deemed to have accepted these terms and conditions of sale and delivery.

### 2. Offers

All offers are made subject to prior sale, *see clause 3*. Unless otherwise stated in the offer, the offer shall only be valid if acceptance is received by us no later than 30 days after the date of the offer.

### 3. Prior Sale

Until the buyer's binding acceptance has reached us, we shall be entitled to enter into an agreement with a third party concerning the goods or services offered. In such case, the offer to the buyer shall lapse.

We accept no liability for non-performance as a result of prior sale. We shall notify the buyer without undue delay if the offer lapses.

### 4. Orders

If our order confirmation deviates from the buyer's order by way of additions, restrictions or reservations, the buyer must notify us in writing within one week if such changes cannot be accepted. Failing this, only our order confirmation shall apply.

Orders placed for delivery by call-off must be released for delivery in full no later than one year from the first call-off date. If the ordered quantity is not released for delivery within this period, we shall be entitled not to deliver the remaining quantity. For goods already released for delivery, the buyer shall pay the difference between the price under the agreement and the price applicable 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 prices exclusive of VAT. We reserve the right to change prices as a result of documented changes in exchange rates, customs duties, taxes, charges, transport costs and other expenses relating to the agreed delivery. Such changes shall not entitle the buyer to cancel the order.

A handling fee will be charged unless otherwise agreed.

### 6. Terms of Payment

Payment must be made no later than the date stated on the invoice as the final due date for timely payment. The seller reserves the right to require advance payment or another form of payment, including from new customers. If no payment deadline is stated, payment shall fall due upon delivery.

In the event of payment after the due date, interest shall be charged from the due date on the outstanding amount in accordance with the Danish Interest Act in force at any given time.

The buyer shall not be entitled to set off any counterclaims against us unless such claims have been acknowledged by us in writing. Nor shall the buyer be entitled to withhold any part of the purchase price.

### 7. Retention of Title

Subject to the limitations imposed by mandatory provisions of law, the seller retains title to the goods sold until the full purchase price, including any accrued costs, has been paid to the seller or to the party to whom the seller has assigned the right, *see clause 15*.

If the goods have been sold with a view to later incorporation into or assembly with other items, the goods sold shall no longer be covered by the retention of title once such incorporation or assembly has taken place.

In the event of transformation or processing of the goods sold, the retention of title shall be maintained so that it applies to the transformed or processed item to an extent corresponding to the value represented by the goods sold at the time of sale.

### 8. Delivery

Delivery shall take place from our address for the buyer's account and risk (Ex Works/EXW), unless otherwise agreed.

The delivery time is determined by us according to our best estimate and in accordance with the circumstances existing at the time the offer is made/the agreement is entered into.

Unless otherwise expressly agreed, a postponement of the delivery time by 14 days due to circumstances attributable to the seller shall in all respects be deemed timely delivery, and the buyer shall therefore not be entitled to exercise any remedies against us on that basis.

If a delay in delivery is due to us being in a situation as specified in clause 12 (force majeure), the delivery time shall be postponed by the duration of the impediment. However, both parties shall be entitled to cancel the agreement without liability if the impediment has lasted for more than 3 months.

This provision shall apply regardless of whether the cause of the delay occurs before or after expiry of the agreed delivery time.

In the above-mentioned cases, we shall notify the buyer of the change in delivery time without undue delay.

### 9. Packaging

Packaging shall be carried out for the buyer's account unless it is expressly stated that this is included in the price. Packaging will only be taken back by separate agreement.

## 10. Product Information

Drawings, specifications and similar material supplied by us before or after the conclusion of the agreement shall remain our property and may not be disclosed to third parties without written agreement or otherwise misused.

All information concerning weight, dimensions, capacity, price, technical and other data stated in catalogues, brochures, circulars, advertisements, image material and price lists is approximate.

We cannot be held liable for any errors or misinterpretations in such material. Such information shall only be binding to the extent that the agreement expressly refers to it. In all cases, we reserve the right to make changes and similar amendments relating to technical specifications, etc.

Any advice is provided solely as guidance and does not relieve the buyer of the obligation to ensure that the products are suitable for the specific purpose.

## 11. Defects and Complaints

Upon delivery, the buyer must immediately carry out such inspection of the goods sold as is required by proper business practice. If the goods sold have not been manufactured by us, the same terms shall apply between us and the buyer as apply between our supplier and us, meaning that we shall only be liable to the buyer to the extent that our supplier is liable to us, however limited in accordance with these terms and conditions of sale and delivery.

If the buyer wishes to invoke a defect, the buyer must, immediately after the defect has been or ought to have been discovered, notify us thereof in writing and state the nature of the defect.

If the buyer has discovered or ought to have discovered the defect and does not give notice as stated above, the defect may not subsequently be relied upon. At our discretion, defects in the goods sold shall either be remedied or the goods sold shall be replaced.

If remedy or replacement does not take place within a reasonable time, the buyer shall, subject to the general rules of Danish law and these terms and conditions of sale and delivery, be entitled to terminate the agreement, claim a reduction in the purchase price or claim damages.

If the buyer has not invoked the defect against us within 6 months after the delivery date, the buyer may not subsequently rely on it. For parts that are replaced or repaired, we assume the same obligations as for the original delivery for a period of 6 months.

However, liability for defects may under no circumstances extend beyond 1 year from the original delivery date. Any alteration of or intervention in the goods sold without our written consent shall release us from all obligations.

## 12. Limitation of Liability

A claim for damages against the seller may not exceed the invoice amount for the specific delivered product or partial service, unless otherwise provided by mandatory legislation. We shall not be liable for operating losses, loss of profit or other indirect losses arising out of the agreement, including indirect losses arising as a result of delay or defects in the goods sold.

## Force majeure:

The following circumstances shall exempt us from liability if they prevent performance of the agreement or make performance unreasonably burdensome, including labour disputes and any other circumstance beyond the control of the parties, such as fire, war, mobilisation or unforeseen military call-ups of a similar scale, requisitioning, seizure, currency restrictions, riots and civil unrest, lack of means of transport, general shortage of goods, restrictions on power supply, and defects in or delays to deliveries from subcontractors – including, but not limited to, pandemics, cyberattacks and significant disruptions to global supply chains.

Circumstances as mentioned above that occurred before the offer was made or the agreement was entered into shall only exempt us from liability if their impact on the performance of the agreement could not have been foreseen at that time.

The seller shall notify the buyer in writing without undue delay if any of the circumstances mentioned above occur.

## 13. Returns

No right of cancellation applies to business purchases. Returns may only take place by prior written agreement with PG Flowteknik.

Special goods, procured goods and goods that have been manufactured, obtained or adapted according to the buyer's specifications are, as a general rule, not accepted for return.

In cases where the buyer is entitled to rescind the purchase, or where the goods sold are returned to the seller for the purpose of exchange or remedy of defects, the goods sold must be sent to us in their original packaging and for the buyer's account and risk.

To the extent that we incur shipping costs, etc., we shall be entitled to require these to be reimbursed by the buyer and to set them off against any claims the buyer may have against us.

After completion of repair or in the event of exchange, the buyer shall be obliged, at its own expense and risk, to collect the repaired or exchanged item from us.

## 14. Product Liability

Product liability shall be governed by the rules of Danish law in force at any given time. Unless otherwise provided by mandatory provisions of law, we shall not be liable for operating losses, loss of profit or other indirect losses.

## 15. Assignment of Rights and Obligations

We shall be entitled to assign all rights and obligations under the agreement to a third party.

## 16. Disputes

Any dispute between the parties shall be settled by arbitration at the Danish Institute of Arbitration, in accordance with the Institute's rules and Danish law.



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