

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Updated February 2023



§ 1 – General

These sales and delivery conditions apply to the extent, that they are not expressly deviated from other written agreement. The buyer's possible purchasing conditions are not applicable in the contractual relationship, unless Danvan A/S has accepted this in writing. If Danvan A/S accepts in writing, that the buyer's purchase conditions apply in the contractual relationship, the provisions in the order confirmation and these sales and delivery conditions shall take precedence in the event of a discrepancy

§ 2 – Offer and orders

Written offers are binding for 30 days from the date of the offer, unless otherwise stated in the offer.
Received order is only binding for Danvan A/S when order confirmation has been submitted.

§ 3 – Prices

All prices are excl. VAT, delivery and freight, and incl. standard packaging. Danvan A/S has the right to increase agreed prices for undelivered goods, corresponding to price increases charged by the subcontractor of Danvan A/S.

§ 4 – Payment

Payment must be made in net cash, at the latest on delivery, unless otherwise agreed in advance, in an offer or order confirmation, or otherwise stated on the forwarded invoice. If payment exceeds the due date, Danvan A/S has the right to cancel the purchase immediately and without further notice, to cancel the purchase or to charge default interest at 2% per started month.

§ 5.1 – Delivery

All deliveries are made "EX WORKS" (INCOTERMS 2020).

§ 5.2 – Time of delivery

Time of delivery is informed by Danvan A/S at best discretion. Delivery up to 4 weeks after the delivery time specified in the order confirmation, must be regarded as timely delivery.

§ 6 – Property rights

Ownership of delivered goods and machines only passes to the buyer, when the full purchase price incl. any interest and costs have been paid.

§ 7.1 – Quality

Danvan A/S warrants under the conditions mentioned below, that the delivered goods are of a good quality in terms of materials and processing.

§ 7.2 – Defects

Should it be possible to demonstrate defects in delivered goods, the buyer is obliged to report this in written to Danvan A/S no later than 1 month after the defect has been, or should have been discovered - and in any event no later than 12 month from delivery. A fully completed error report must accompany the complaint. Danvan A/S undertakes, at its option, either at no cost to the buyer, to exchange the defective item(s) upon delivery of a new equivalent item to the buyer f.o.b. Odense, or to remedy and defects without charge to the buyer.

§ 7.3 – Warranty

Danvan A/S provides a 12-month warranty on delivered materials, except for PH sensors, where a 3-month warranty is provided.

Costs for the use of working time in connection with the rectification of warranty cases are reserved for the buyer.

The right to a warranty that does not cover normal wear and tear is void in the event of damage, incorrect operation, lack of maintenance or service, or if interventions or changes are made to the material, without a written permission from Danvan A/S, or if the material is used for a purpose for which it was not manufactured.

§ 7.4 – Compensation

The buyer is only entitled to compensation if Danvan A/S does not, within a reasonable time, carry out re-delivery or remediation, as well as a provision that Danvan A/S is under no circumstances responsible for operating, time, profit or other indirect losses on the part of the buyer or its customers.

§ 7.5 – Requirements

Any claim, in addition to what is covered by the obligations mentioned by Danvan A/S under § 4, such as claims for cancelation, refusal, costs, expenses for repair, transport, compensation is - unless the buyer proves that there is gross negligence on the parts of Danvan A/S - Danvan A/S not involved.

§ 8 – Copyright

Danvan A/S owns the copyright to sold EDB software and its updates.

§ 9 – The subcontractor's delivery conditions

To the extent that Danvan A/S does not manufacture products itself, but only sells them, the manufacturer's attached terms and conditions of sale shall apply, as these may be based on the law in force in the country of manufacture. In case of inconsistency between these delivery conditions and the manufacturer's attached sales conditions, the latter shall take precedence.

§ 10 – General delivery conditions for deliveries and installation of machines and other mechanical and electrical equipment.

To the extent that NLM 94 does not deviate from the above provisions, these provisions apply, so that the general rules of the Sales Act only apply to the extent that the relationship is not regulated in the terms of delivery or in NLM 94.

§ 11 – Choice of law

Any dispute that may arise in connection with the contractual relationship, including disputes about the existence or validity of the agreement, must be settled by Danish law by arbitration at the Arbitration Institute in accordance with the rules adopted by the Arbitration Institute.