

Terms and conditions of sale and delivery

1. Product Information

1.1. The Buyer is responsible for ensuring that the technical data of the product and the material are suitable for his needs.

1.2. The Seller does not provide professional advice regarding the choice of materials and can therefore not be held responsible.

2. Offer

2.1. All offers that do not specify a specific acceptance period are only valid upon immediate acceptance.

2.2. All prices are exclusive VAT.

3. Orders

3.1. All orders delivered from the seller's warehouse in Denmark are booked at the current daily price. An order confirmation will not automatically be sent.

4. Delivery times

4.1. All delivery times are to be regarded as indicative and approximate.

5. Delivery

5.1 All warehouse deliveries are delivered from warehouse Roskilde unless otherwise agreed.

6. Quantum

6.1. All stock deliveries based on weight. Normally the delivery margin will be +/-10 %

7. Complaints

7.1. It is the responsibility of the buyer to examine the goods upon receipt.

7.2. Visible damage or defects must be stated in the consignment note upon receipt. Claims for damages without a remark in the consignment note cannot be claimed.

7.3. Complaints regarding non-immediately visible damage or defects must be made within 12 weeks after the invoice date.

7.4. All complaints must be made in writing.

7.5. Complaints do not entitle the buyer to withhold payment of delivered goods.

8. Payment

8.1. 30 days net cash, unless otherwise agreed.

8.2. The Buyer is not entitled to set off any counterclaims against the Seller.

8.3. In the event of exceeding the payment deadline, the Buyer is obliged to pay interest to the Seller on the amount due at an interest rate of 1.5% per commenced month.

9. Liability

9.1 The Seller is not liable for operating losses, loss of time, loss of profit or other indirect losses.

9.2 External circumstances beyond the control of the parties will result in the Seller's exemption from liability when they occur after the conclusion of the agreement and prevent its performance or make the performance unreasonably burdensome.

Similarly, the Seller is not responsible for defects in, or delays in, deliveries from subcontractors that are due to such circumstances. It is the seller's responsibility, without undue delay, to notify the buyer if such circumstances occur.

10. Packaging

10.1. Any packaging is paid for separately by the buyer.

11. Disputes

11.1 Any dispute between the parties shall be settled in the absence of an amicable solution by the City Court of Copenhagen in accordance with Danish law.

Special conditions for deliveries delivered directly from the Steel plant/Steel warehouses:

1. Seller's obligations

1.1 The Seller's obligations to the Buyer are limited to the rights that the Seller obtains from its supplier (the delivery plant/warehouse). All orders for deliveries delivered directly from the plant are accepted subject to the plant's acceptance and based on the plant's general terms and conditions of sale and delivery.

2. Price

2.1 All offers are made subject to changes in raw material prices, energy prices and exchange rates.

2.2. Invoicing takes place on the invoice date of the steel plant/warehouse.

3. Delivery

3.1 All deliveries are carried out in accordance with the terms of delivery stated on the seller's written order confirmation

3.2 All delivery times are to be regarded as indicative and approximate.

3.3 The Seller is obliged to notify the Buyer in the event of a significant excess of the agreed delivery time.

3.4. Cancellation due to late delivery can only be made with the consent of the steel plant/steel warehouse.

3.5. Late delivery does not entitle the buyer to compensation or a reduction in the purchase price.

4. Credit

4.1 As a general rule, the seller insures all deliveries with a value of more than DKK 5,000.00.

If the credit insurance company downgrades the buyer and if the downgrade takes place *after* an order has been confirmed but *before* delivery has taken place, the seller is entitled to require the buyer to provide a bank guarantee for the order. If the bank guarantee is not provided within 5 working days after the claim has been made, the seller is entitled to cancel the order without the buyer being able to make any claim against the seller.

"We deliver steel where there are demands"

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