



MEKANISKE STENHUGGERI A/S
GRUNDLAEGT 1787



General sales- and deliveryterms

Purchase law

Deliveries of building materials are subject to the rules in the Danish Purchase laws in the event that these rules are not waived by the terms in this document.

Sellers offer

The seller is obliged by his offer, unless other is clearly stated, 8 days from the date of the offer. The offer is excluding measuring, drawings, templates and other services, unless this is agreed upon in writing. Final confirmation of delivery is only agreed upon our written order confirmation.

Special orders

Orders, which are produced in special sizes, must be made in writing which clearly states sizes in width, length, thickness and details. If templates are produced by the buyer, these must be made in water proof material. Prior to production we will in this case forward productionsdrawings for approval. Any objection must be received no later than 2 days after receipt. Othwerwise, we consider the orderconfirmation as approved, according to our drawings. The delivery date in the order confirmation is approximate, and is calculated from the date of receipt of all details are finalised and clear in order to forefill the production.

Quality norms

Samples of natural stones are only an indicaiton of structure and color. Natural split materials may have large variation in thickness, also within each individual plate. Natural stones, which contain sandholes, glass- or quartz veins, porous surfaces or concentrations of color pigments which appear as spots are not accepted as complaints, as this is considered a natural part of the product. The buyer must accept repairs of natural flaws which may appear in surface- and edgetreatments, when such work has been carried out proffessionally by skilled workmanship. We refer to the Stonenorms no.6, by the Danish Stone Association.

Prices

All sales are made in DKK (Danish Kroner), and Exworks sellers adress, unless otherwise stated. Prices are ex. VAT. Public and government taxes, import duties, or simular of any kind are not included in our offer, and must be paid by the buyer.

Place of delivery

Delivery will take place at E. Niensens adress, unless otherwise stated. If delivery has been agreed to be at building site or buyers adress, we consider the delivery as effected when the goods are handed over to the transporting company. The buyer is responsible for showing the transport company a parking place, with tarmac road or firm, driving capable road.



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Receiving control

In connection with the delivery the buyer is obligated to control, that the correct quantities has been delivered, and also make a survey of the delivery in terms of quality, surface, thickness and other possible visible faults and damage, herunder also any signs of transport damage, unloading damage, faulty packing and simular.

Any clai for visible damage must be duly noted on the transport delivery note. Other claims must be made in writing no later than 8 days from receipt of the goods, and especially before the goods are taken into use or further elaborated or incorporated in the building or construction. Receipt of claims after the 8 day limit cannot be accepted.

The buyer is unable to receive the goods

In the event that the delivery will not take place at the agreed delivery time, due to reasons which belong to the buyer, the seller is entitled to send an invoice for the goods, as if delivery had taken place. The buyer is also entitled to pay the seller a reasonable fee for stockyard, and other added delivery costs.

Payment

The buyer pays cash upon receipt of the goods, unless other has been agreed upon in writing. E. Nielsen has a policy of Debet insurance of all customers. In case debet insurance cannot be received, E. Nielsen reserves the right to ask for cash payment or other security deposit for the order. Possible cash discounts are only valid, if payment is received in due time. The seller reserves the right to the property of the goods, in case payment is not received correctly. In case the buyer will not effect payment in due time, the seller is entitled to an interest of 2 % of the amount by the beginning of each calender month. Reminder of payments are debited with Euro 20/each. In case delivery is made in several partial deliveries the seller is entitled to hold back deliveries, if the buyer has not forefilled his payment obligations for previous deliveries.

Liability limitations

Circumstances which prevent correct delivery or unfaulty delivery, which occur after the date of the sellers orderconfirmation, and which are not caused by negligence or lack of action by the seller, ie Force majeure, war, fire, strikes, lockouts, accidents, damage on production equiptment, import restrictions and other occurences which are not within the power and influence of E. Nielsen, exempt E. Nielsen from liability in connection with the orderconfirmations forefilment.

In case delivery can be made from our stock, the seller is obliged to do so. In case of negligence or failures within E. Nielsen, compensation will be paid according to the normal rules of the Danish Court, however the maximum compensation cannot exceed the agreed amount of the orderconfirmation. The seller can never be made responsible for liquidated damage and indirect losses.



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Liability for defects

In case a delivery is faulty, the buyer can claim for the following negligence :

The buyer can demand that faulty goods rectified at no cost for the buyer, og the seller is obligated to rectify any faults, when ths can be achieved in a professional manour. If rectification cannot be made, the buyer may demand re-delivery. In case the seller does not rectify or redeliver within reasonable time, the buyer may withdraw the order for the part of the delivery, which is faulty.

Liability period

Any liability for faults in the delivery will cease 1 year after delivery to the building has taken place, and latest 6 years from the hand over of the goods to the buyer, according to the Danish Purchase law § 54.

Liability for delays

If E. Nielsen is liable for the delay, compensation will be paid according to the normal rules and laws in Denmark. IF the agreed delivery time is delayed considerably, and the delay is a substantial disadvantage to the buyer, the buyer is entitled in writing to demand delivery of E. Nielsen, and at the same time fix a revised date for the delivery. This deadline must be reasonable, taking into consideration the delay which has already occurred. In case the seller hereafter does not action and fails to make all necessary precautions to secure delivery within the revised delivery date, the buyer is entitled to in writing to terminate the order.

Product liability

E. Nielsen disclaims any productsliability which does not follow of the mandatory rules according to the Law of Product liability. E. Nielsen is never liable for operating loss or other indirect losses. The buyer is obligated to be sued at the same court that handles the productliability case against E. Nielsen.

Disputes

"Syn og Skøn" (expert oppinion) must be announced according to the general rules of "Normal conditions for works and deliveries" i Bygge og Anlægsarbejder" (AB92 § 47).

Contractor

In case E. Nielsen is working as a contractor/installer the standard reservation of Dansk Byggeri (Danish Building Association) are applicable and valid.