



MEKANISKE STENHUGGERI A/S  
GRUNDLAGT 1797



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## ***GENERAL SALES- AND DELIVERYTERMS***

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### **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 and in 1:1. Prior to production we will forward an order confirmation and productions drawings for approval. Any objection must be received no later than 2 days after receipt. Othwerwise, we consider the order confirmation and drawings as approved. Delivery date stated in the order confirmation is approximate. It is calculated from the date where all finalised details and all needed information for the production is clarified.

### **QUALITY NORMS:**

Samples of natural stones are only an indication 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 diviant spots which appears as small holes, veins that looks like cracks or spots/concentrations of color pigment 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 surfaces- and edgetreatments, when such work has been carried out proffessionally by skilled worksmanship. We refer to the valid European norms (EN) for the appropriate material.

### **PRICES:**

All prices, offers or sales are made in DKK (Danish Kroner) and ex. work seller's address, unless otherwise is stated. Prices are ex. VAT, public and government taxes, environmental handling Fee 2,5%, import duties or similar of any kind and must be paid of buyer.

### **PLACE OF DELIVERY:**

Delivery will take place at E. Niensens address, unless otherwise stated. If delivery has been agreed to be at building site or buyers address, 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 & EXECUTION:**

In connection with the delivery the buyer is obligated to control: that the correct quantities has been delivered and make a survey of the delivery in terms of quality, surface, thickness and other possible and visible faults and damage. Any visible signs of transport damage, unloading damage, faulty packing and similar must be duly noted and claimed 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, further elaborated or incorporated in the building or construction. Receipt of claim after the 8 day limit cannot be accepted. As natural stone may vary in color and structure. We recommend that tiles are mixed by taking alternately from different crates during instalation.

### **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, seller is entitled to send an invoice for the goods, as if delivery had taken place. From the agreed delivery date the goods will be stocked for the buyer's risk, ie the buyer must arrange for insurance, etc. This assumes, however, that seller has individualized the goods. Buyer is also entitled to pay 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 DKK 100,00 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 order confirmation, 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 equipment, 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 order confirmations 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 order confirmation and can never exceed DKK 50.000. The seller can never be made responsible for liquidated damage and indirect losses.



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### **DEBET INSURANCE:**

E. Nielsen has a policy of Debet insurance all customers.

### **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, and the seller is obligated to rectify any faults, when this can be achieved in a professional manour. In case rectification cannot be made, the buyer may demand re-delivery. If 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 site 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 generel 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.