



## Conditions of Sale and Delivery

The following conditions of sale and delivery shall apply in all transactions with Nilfisk FOOD, hereinafter called NF, unless deviated from in other written contract. The conditions of sale and delivery shall apply whether the installation of equipment supplied is undertaken by NF or by the purchaser himself.

### **Quotations and delivery**

Where no other agreement exists, all orders shall be quoted in EUR at the prices in force on the date of delivery. NF shall not be liable for the price changes or delays in delivery caused by strikes, lockouts or other events beyond NF's control.

The prices do not include duties, value-added-tax and similar levies.

Unless otherwise agreed in writing, the times of delivery are stated to the best of NF's judgement and subject to reasonable delays. In cases where NF finds that the agreed time of delivery cannot be kept or that a delay seems likely, the purchaser will be advised in writing and, if possible, be notified of when delivery can be expected to take place.

The purchaser may only cancel the contract in case NF is unable to deliver within the agreed time of delivery or on a later date according to the above paragraph.

NF's liability for losses incurred by purchaser because of delay or non-delivery shall never exceed 10% of the amount of the order.

### **Technical Specifications etc. and drawings**

All specifications in brochures, catalogues, price lists, etc. of for instance weight, dimensions, capacity, performance and other technical data are approximate and are only binding if this is expressly agreed upon by NF and the purchaser.

Technical documents and drawings for use in the production of the equipment which are handed over to the purchaser before or after the contracting shall remain the property of the seller and may not, without the consent of the seller, be used, copied, reproduced or handed over to or in any other way made known to a third party.

### **Alterations in Design**

NF reserves the right, before delivery and without prior notice to the purchaser, to make such minor alterations in the design, finish, etc. as are considered necessary by NF. Such alterations shall not give purchaser the right to cancel the contract unless the purchaser can prove a certain design or finish was prerequisite for his entering into the contract. Alterations to the equipment and consequential cancellation of the contract shall not entitle the purchaser to any form of damages.

## **Passing of the Risk**

Unless otherwise agreed, the equipment is considered sold ex works. NF shall give the purchaser sufficient notice to enable him to take possession of the equipment when it is ready for collection. If the equipment sold is installed by NF, the risk does not pass to the purchaser until delivery takes place.

## **Payment**

NF's terms of payment are as specified in the invoice.

If the purchaser fails to pay on time, and if the delay is not caused by NF, then NF shall be entitled to charge penalty interest as from the stipulated date of payment at a rate of 1.5% of the beginning of each 30-day period. Bills of exchange or other instruments shall not be considered payment until honored in full.

In case the parties have agreed that payment is to be effected in other than EURO, NF shall be free to choose the exchange rate in force on either the stipulated date of payment or the actual date of payment.

## **Reservation of Ownership**

NF shall retain title of the goods supplied until fully paid.

## **Remedy of Defects**

For a period of 12 consecutive months from delivery, NF shall, at NF's option, undertake to make replacement delivery or repair in case of defects in the equipment relative to design, materials or construction.

Defects in the equipment will not be remedied when caused by lack of maintenance, irregular use, incorrect or inappropriate use, more intensive use than agreed or which can be considered prerequisite when entering into the contract, alterations and modifications or technical interference carried out without written consent or extraordinary climate conditions.

Remedy of defects does not include replacement of wearing parts, and remedy of defects does not include costs of installing and dismantling of the equipment.

In case the purchaser wants to complain of any defects, he must do so in writing immediately on detection of the defect.

Immediately when NF has received complaint of any defects which is considered to be covered by this stipulation, NF shall without delay remedy the defect.

In case the purchaser can himself remedy the defect in his own premises, NF's obligation on remedy according to this stipulation has been fulfilled on forwarding a new or repaired part.

NF shall remedy defects in parts of the equipment which have been replaced or repaired on the same conditions as apply to the original equipment. NF shall have obligation to remedy any part of the equipment up to 18 months from delivery to the purchaser.

After the risk has passed to the purchaser, NF shall have no liability for defects beyond the obligations laid down in this stipulation. NF expressly disclaims liability for any indirect loss such as consequential loss, loss of time, loss of profits, etc. sustained by the purchaser as a consequence of the defect.

## **Packing**

All prices stated in quotations and contracts are exclusive of packing. Unless otherwise agreed, NF shall at its own discretion pack and dispatch the equipment in the best possible way at the purchaser's expense.

### **Product Liability**

In case of injury caused by equipment from NF, NF shall be liable for personal injury provided it is proved that the injury is due to actions or omissions on the part of NF. NF shall have no liability for damage to real or movable property.

In no circumstances shall NF be liable for consequential losses of profits or any other indirect loss.

In case liability towards a third party is enjoined on NF, the purchaser shall be obliged to indemnify NF for any liability beyond the limits stipulated above. The purchaser shall be obliged to have the legal actions brought against him at the same court which tries the claims for damages against NF on account of damage claimed to be caused by a defect in some of NF's equipment.

## **Force Majeure**

NF shall be exempt from liability in the following circumstances if they occur after entering into the contract or prevent performance of the contract; labour disputes, strikes, lockouts and any other circumstances beyond the control of the parties such as fire, war, mobilization, unforeseen conscription's, acts of sabotage, requisitions, seizure, currency restrictions, import bans, export bans, riots, unrest, lack of working plants, general scarcity of goods, restrictions of fuel, and defects in supplies from subcontractors or delays of such supplies caused by any of the above circumstances.

NF shall have the right to cancel the contract by advising the other party in writing if performance within a reasonable period of time thereof will be impossible due to any of the above mentioned circumstances.

## **Setting of Disputes**

In case of sales to customers in Denmark, any dispute between NF and the purchaser shall be settled at the City and District Court in Aalborg (Byretten I Aalborg) although in its nature the case ought to be settled in the Danish 'Landsretten' (the City and District Courts are 1st instance, "Landsretten" are 2nd instance in the Danish 3-instance court system).

In the case of sale to foreign customers any dispute are to be settled pursuant to the rules of Danish law at the Maritime and Commercial Court in Copenhagen (Sø- og Handelsretten i København).

## **Supplemental Rules of Law**

Unless otherwise agreed by the parties in accordance with the above, the following shall apply in the order mentioned: ECE 188 A/NLM 84, and the Danish Sale of Goods Act.