

Terms of Sale and delivery for AL-LIFT A/S

The following Terms of Sale and Delivery apply to all business relations with AL-LIFT A/S, hereinafter called "AL-LIFT", insofar as no written agreement is made to derogate these terms. The Terms of Sale and Delivery apply regardless of whether the equipment delivered is installed by AL-LIFT A/S or by the customer himself.

1) Quotation and Delivery

Unless otherwise agreed, all orders shall be noted at the prices applicable on the date of delivery and subject to strike, lock-out and any other circumstance beyond the control of AL-LIFT A/S.

Prices do not include customs duties, VAT or similar public taxes.

Unless otherwise agreed, the delivery times stated are according to our best estimate and subject to reasonable delays. If AL-LIFT A/S becomes aware that an agreed delivery time cannot be met or that a delay will most likely occur, AL-LIFT A/S shall make its best effort to inform the purchaser of this in writing and, to the extent possible, of the time when delivery is expected to take place.

The purchaser shall be entitled to annul the purchase only if AL-LIFT A/S cannot deliver the sold goods at the time agreed or on a later delivery date set in accordance with the above paragraph.

AL-LIFT A/S shall assume no liability for direct or indirect losses suffered by a purchaser due to non-delivery or delivery delays.

2) Return

When returning an ordered item, a rental fee is charged 1/100 of the item's price per day, from shipment date to item is received at AL-LIFT A/S,

Custom products are non-returnable. For stock goods, a service charge of 20% shall be imposed on return. Goods may be returned only according to prior agreement with AL-LIFT, and return costs shall be borne by the purchaser. Damaged goods cannot be returned.

3) Technical data etc. and drawings

Any information contained in brochures, catalogues etc. on weights, dimensions, capacities, performances and other technical data are approximates and shall be binding only if expressly indicated in an agreement between AL-LIFT A/S and the customer.

Technical documents and drawings for use in the production of the goods shall remain the property of the vendor also if entrusted to the purchaser prior or subsequent to the execution of the agreement, and may not be used by the purchaser without the vendor's consent nor copied, reproduced, handed over or otherwise brought to the attention of any third party.

4) Design Alterations

AL-LIFT A/S reserves the right to make any alterations to the design, manufacture etc. which AL-LIFT A/S may deem necessary before delivery and without prior notification of the purchaser.

Such alterations shall not entitle the purchaser to annul the purchase unless the purchaser can produce evidence that the specific design or manufacture formed a precondition of the purchase. Any alterations or annulments of purchase occasioned thereby shall not entitle the purchaser to any kind of damages.

5) Transfer of Risk

Unless otherwise agreed, consignments are sold ex factory. However, if AL-LIFT A/S installs the machinery sold, the risk shall be transferred only upon delivery.

6) Payment

AL-LIFT A/S's terms of payment are those indicated on the invoice.

If the purchaser does not pay on time, and such delay is not due to any action on AL-LIFT A/S's part, AL-LIFT A/S shall be entitled, as a minimum, to charge a default interest on overdue amounts of 2% per month or part thereof, counted from the due date. Bills of exchange or debt instruments shall not be considered payment until they have been discharged in full.

If the Parties have agreed that payment be made in another currency than DKK, AL-LIFT A/S shall be free to decide if the rate of exchange used shall be that applying on the due date or on the actual payment date. The purchaser shall not be entitled to make any kind of set-off nor to suspend payments in case of defects.

7) Ownership

The goods delivered shall remain the property of AL-LIFT A/S until such time as the purchase sum has been settled in full. The purchaser shall not be entitled to resell the goods until they have been paid.

8) Remedy of defects

In case of defects in the consignment due to design, materials or workmanship, AL-LIFT A/S undertakes to make replacement deliveries or repair - at AL-LIFT A/S's own option - such defects within a period of twelve consecutive months from the delivery date.

Defects shall not be remedied if they are caused by lack of maintenance, failure to comply with directions for use, incorrect or inappropriate use, more intensive use of the consignment than agreed, alterations or technical tampering done without prior written consent, exceptional climatic exposure, or if they are defects which may be considered a precondition to the conclusion of the agreement.

The remedy right does not apply to wearing parts. Neither does it apply to the costs of installation of dismantling. If the purchaser wishes to complain of any defect, a written complaint must be presented without undue delay upon discovery of the defect. When AL-LIFT A/S receives a complaint concerning a defect considered to be within the remedy right, AL-LIFT A/S shall remedy the defect without undue delay. The costs of shipping parts and material to AL-LIFT A/S's premises shall be for the purchaser's account and risk.

If the purchaser is able to correct the defect on site, AL-LIFT A/S's remedy obligation shall be limited to shipping the new or repaired part. Shipping of a new or repaired part shall be for the customer's account and risk. AL-LIFT A/S shall apply the same remedy rights and conditions to replaced or repaired parts of a consignment as those applying to the original consignment. However, AL-LIFT A/S's remedy obligation does not apply to any part of a consignment after a period of eighteen months from its date of delivery to the purchaser, or from delivery by the purchaser to the end user.

Upon transfer of the risk, AL-LIFT A/S assumes no responsibility for defects with the exception of the obligations indicated in this paragraph. AL-LIFT A/S expressly renounces liability for any indirect loss such as lost earnings, downtime, loss of profits etc. that the purchaser may suffer as a result of such defects.

9) Packaging, Freight and Insurance

The prices indicated in quotations and agreements do not include packaging, freight and insurance. Unless otherwise agreed, AL-LIFT A/S shall package and ship the goods in the customer's best interest and for his account.

10) Product Liability

If a consignment from AL-LIFT ApS causes damage, AL-LIFT A/S shall be liable for personal injuries if and only if such damage can be documented to be the result of actions or omissions on the part of AL-LIFT. AL-LIFT A/S assumes no liability for damage to chattels personal or real.

AL-LIFT A/S cannot be held liable for operating losses, loss of profits or any other indirect loss.

If AL-LIFT A/S is ordered to pay damages to third parties, the purchaser shall be under obligation to indemnify AL-LIFT A/S to the extent that such damages exceed the limits stipulated above. The purchaser shall allow legal proceedings to be brought against him before the same court as the one hearing the action brought against AL-LIFT A/S for damages allegedly caused by defects in an AL-LIFT A/S consignment.

11) Acts of God

The following circumstances shall exempt AL-LIFT A/S from liability if occurring after execution of the agreement and preventing its fulfilment:

Labour conflicts, strikes, lock-outs and any other circumstances beyond the control of the Parties, such as

fire, war, mobilisation, unforeseen military call-up, acts of sabotage, expropriation, sequestration, exchange control, import or export restrictions, civil unrest, riots, scarcity of operating resources or of goods in general, and fuel restrictions, as well as defects or delays in deliveries from suppliers due to any of the circumstances indicated in this paragraph or any other circumstance beyond the control of AL-LIFT A/S. AL-LIFT A/S shall be entitled to annul the agreement by written notification of the other Party, if the fulfilment thereof within a reasonable time is rendered impossible by any of the aforementioned circumstances.

12) Settlement of Disputes

No disagreement relating to agreements made under the present Terms of Sale and Delivery may be brought before the courts, as any dispute shall be settled by arbitration, the award of which shall be final and binding on the Parties.

The arbitration tribunal shall consist of a total of three members, and proceedings shall take place in accordance with the Danish Arbitration Act (Lov om Voldgift), subject to the following rules:

The Party instigating the arbitration proceedings shall inform the defendant Party by registered letter of his intention to submit a matter to arbitration, of the nature of the matter to be submitted, and of the identity of his appointed arbitrator.

The defendant Party shall within a fortnight upon receipt of such letter inform the submitting Party by registered letter of the identity of the defendant Party's arbitrator. If this deadline is not observed, the defendant Party's arbitrator shall be appointed by the president of the Copenhagen Maritime and Commercial Court.

The arbitrators shall choose a lawyer as umpire and chairman of the arbitration tribunal. If within one week the arbitrators have not agreed on an umpire, the umpire shall also be appointed by the president of the Copenhagen Maritime and Commercial Court. The arbitration tribunal shall determine the detailed rules of its proceedings on the matter, as well as its fee.

The tribunal shall be entitled to decide in its award which Party shall pay the legal costs of arbitration. The legal venue of the arbitration tribunal shall be Lemvig, Denmark. This arbitration provision shall not preclude the use of prohibitory injunctions. Such injunctions may be sought with no provision of security.

13) Supplementary Rules of Law

Unless otherwise agreed between the Parties in accordance with the above, all transactions shall be subject to Danish law.