

Terms of Sale and Delivery (January 2022 version)

1 Introduction

1.1 These Terms of Sale and Delivery apply to all deliveries from Dansk Rotations Plastic ApS (hereinafter referred to as "DRP"), unless these are expressly deviated from through written agreement between DRP and the customer.

2 Tender and order confirmation.

2.1 All tenders and order confirmations must be in writing from DRP to be valid.

3 Prices, etc.

3.1 Prices, products, product composition, specifications, delivery times and terms that appear in price lists or on DRP's website can be changed without prior notice, e.g., due to changes in raw material prices, oil prices and other costs. DRP is not responsible for incorrect pricing, specifications, typographical errors or omissions.

3.2 All prices are stated ex factory DK-4771 Kalvehave excl. VAT, packaging and shipping.

3.3 The prices do not include the design and manufacture of mould tools, advice, installation, support and handling, unless this is agreed separately.

3.4 The final applicable price for the individual order will appear in the order confirmation, however subject to price changes due to changes in raw material prices, oil prices and other costs.

3.5 Set-up surcharge when ordering items under 5 pcs. less than 1,000L = DKK 575 (excluding VAT)
Set-up surcharge when ordering items less than 5 pcs. over 1,000L = DKK 1,250 (excluding VAT)

3.6 Unfortunately, due to significant increases in the price of energy and transport services, we are forced to introduce an energy surcharge. The energy surcharge is calculated on the basis of the total order balance, but only on the basis of the price of the item(s). DRP reserves the right to change the % rate for the energy supplement at any time based on external circumstances. We will continuously monitor the situation and should there be any changes in our extraordinary costs for energy and freight, we will assess whether the surcharge should be adjusted or completely removed.

4 Force Majeure

4.1 DRP is not responsible for failure to fulfill its obligations as a result of force majeure, pandemic, war, riots, civil unrest, government intervention, fire, strike, lockout, export and/or import ban, missing, defective or late deliveries from subcontractors, shortages of manpower, fuel, driving force, manufacturing or testing accidents, mobilisation or unforeseen military conscriptions, currency restrictions, shortages on means of transport or any other reason which is beyond DRP's control and which is apt to delay or prevent the manufacture and delivery of the goods. If defect-free or timely delivery is temporarily prevented by one or more of the aforementioned circumstances, then the delivery time will be postponed for a period corresponding to the duration of the obstacle, thus delivery at the postponed delivery time is considered timely in all respects. If the delivery obstacle can be expected to persist for longer than three months, then submitted tenders.

5 Payment

5.1 Payment terms will appear in the order confirmation.

5.2 For private customers (consumers), the payment terms are "net cash". Therefore, the agreed purchase price including VAT, packaging and freight as well as any other surcharges must be paid to DRP by bank transfer to an account specified by DRP, before the goods are collected by the customer or sent from DRP.

5.3 For new customers other than consumers, the terms of payment for the first purchase are "net cash". The agreed purchase price including VAT, packaging and freight as well as any other surcharges must therefore be paid to DRP by bank transfer to an account specified by DRP, before the goods are collected by the customer or sent from DRP. Subsequently, for further purchases, unless otherwise stated in the order confirmation, the payment terms are 30 days net from the invoice date.

5.4 Unless otherwise stated in the order confirmation, the production of mould tools is paid for with 50% when the order is placed and 50% when a product sample is available that meets the specifications agreed with the customer.

5.5 DRP reserves the right of ownership to all goods sold until the purchase price has been paid in full.

5.6 In the event of late payment, interest will be calculated from the due date at a rate of 1.5% per started month.

5.7 DRP may, at any time and without further justification, demand full or partial advance payment before production or delivery of the goods begins, e.g., if the customer does not meet the agreed payment conditions or DRP has reasonable grounds to assume that the customer will not be able to do so. DRP can also, at any time and without further justification, demand security for the purchase price, as well as stopping production and delivery until payment has been made or security has been established.

6 Delivery

6.1 Where nothing else is agreed, all deliveries are made ex factory (DK-4771 Kalvehave).

6.2 All shipping is at the buyer's expense and risk, where nothing else has been agreed. The customer is subject to the business terms and conditions, etc. that apply in the agreement with the chosen carrier. DRP is not responsible for this and for the transport in general.

7 Cancellation

7.1 An order is final and binding to the customer when order confirmation has reached the customer and after this time an order cannot, as a rule, be cancelled, unless a separate agreement is concluded. If an order has been initiated in terms of purchasing or production, then cancellation cannot take place.

7.2 Delivered goods cannot be returned.

8. Complaints

8.1 Complaints must be in writing and forwarded within 8 days from the day of delivery, cf. 6.1, stating the invoice number, order number, drawing number, order size, number of defective items and a description of the reason for the complaint. If the complaint does not contain this information, then the complaint will not be processed by DRP.

8.2 The customer's costs in connection with any complaints are unrelated to DRP. Goods covered by the complaint cannot be returned unless a separate agreement is concluded.

9 Liability for errors and omissions as well as compensation, etc.

9.1 DRP is only responsible for errors or defects in the goods sold (i.e. casting defects or production defects) if it can be documented that DRP has not delivered contractual performance in accordance with the general rules of the Danish Sale of Goods Act. DRP is not responsible for errors or omissions in drawings, specifications or other instructions received from the customer.

9.2 For goods that are further processed by the customer or later stages of turnover, DRP's responsibility only applies to the goods in the unprocessed state.

9.3 Colour and material changes may occur after the goods have been put into use, which is a normal consequence of the influence of sunlight and weather, therefore this is not considered a defect. DRP has no responsibility for the goods' colour fastness and resistance to sunlight, moisture, heat and cold and weather in general.

9.4 DRP is only responsible for the damage caused by the sold item (product liability) if it can be documented that the damage is due to an error committed by DRP.

9.5 DRP is not responsible for damage arising from errors or omissions in the customer's drawings or instructions. Furthermore, DRP is only responsible for damage caused in connection with calculation and advice when the liability is incurred in direct connection with the products delivered by the seller.

9.6 DRP shall never be held liable for operating loss, loss of profit or indirect loss.

9.7 DRP's product liability cannot exceed DRP's insurance coverage.

9.8 To the extent that DRP may be held liable in connection with the use that the customer may make of the sold item, including resale, the customer is obliged to indemnify DRP from the liability that DRP may be held to, to the extent that the liability goes beyond agreed limits. The customer is obliged to be sued by the same court that processes compensation claims against DRP in connection with the goods sold.

9.9 DRP recommends tanks for chemicals, liquid fertilizers, etc. should be replaced after 10 years.

9.10 No form of guarantee/exchange is provided for products produced from recycled plastic.

10 Moulding tools & raw materials

10.1 Moulding tools remain DRP's property and are maintained by DRP even if these are fully or partially paid for by the customer, unless otherwise agreed in writing.

10.2 The moulding tool will only be used to manufacture articles for the customer. If the tool is requested for delivery to the customer, then this will cost 30% of the new value of the mould.

10.3 If the tool has not been used for a continuous period of 12 months, then a monthly rent of DKK 250 will be charged per pallet space.

10.4 In the event of a possible termination of co-operation between the parties, a stock status will be carried out with an inventory of raw materials purchased for the customer's items. Desired items can be produced from the calculated raw material stock, items and mould tool(s), will be settled with the customer before final delivery of moulds, provided that the mould tool(s) are 100% owned by the customer. Transport of raw materials and any mould tool(s) to the customer's address is paid for by the customer.

11 Choice of law and venue

11.1 All agreements between DRP and DRP's customers are subject to Danish law (with the exception of Danish law's international private law rules; i.e. no renvoi).

11.2 The agreed venue for all disputes is the Court in Nykøbing Falster.