

Terms of Sale and Delivery for Sani Membranes ApS - May 2020



All supply from Sani Membranes ApS, Solvang 23A, 3450 Allerød, Denmark (hereafter referred to as the "Seller") shall be carried out in accordance with "Orgalime's general conditions for supply of mechanical, electrical and electronic products 2012" (**Orgalime S 2012**), unless stated otherwise below or in Order Confirmation.

Any other terms or conditions in the order or acceptance submitted by the buyer shall not apply unless a separate written agreement has been entered into with the Seller. An agreement between the Seller and buyer shall only be considered valid once the Seller has forwarded an order confirmation to the buyer.

1. Offer and Prices

Offers submitted by the Seller shall remain valid for no more than 30 days from the date of issue.

Submitted offers are subject to other sale and sub-suppliers' actions and the Seller is entitled to rescind the offer without the buyer being able to take legal action in this regard.

Prices do not include VAT, fees, additional charges, packaging etc. unless otherwise agreed to in writing. The Seller shall be entitled to adjust the agreed prices for supply that have not been delivered in the event of changes in the currency exchange rate, price increases from sub-suppliers, legislative changes, or the like.

2. Terms of Delivery

Delivery shall be ex works, Allerød, Denmark.

Shipping is made at the buyer's expense and risk. If no other agreement is in place, the Seller is entitled to select the means and route of transport.

3. Delivery time

Any delivery made within five business days before or after the specified date of delivery shall, in every respect, be considered an on-time delivery, unless otherwise agreed. The date of delivery shall be subject to deliveries from the Seller's sub-suppliers, as well as to instances of force majeure, cf. Orgalime S 2012, section 41.

4. Terms of payment

The terms of payment are stipulated in the order confirmation and are otherwise cash on delivery. A rate of 2% interest shall apply to past-due payments at the beginning of each month following the payment due date.

5. Return packaging

Boxes or other packaging that are charged separately shall be credited provided they are returned post-free and in undamaged and acceptable condition.

6. Machinery Directive

It is the buyer's responsibility to ensure that supply as component and its function meet the requirements set forth in the Machinery Directive 2006/42/EC and any B and C standards for machine design, as well as - General rules and safety requirements for systems and their components.

7. Claims processing

Goods returned as a result of a complaint, must be sent to Sani Membranes ApS, duly packed and without any physical damage unless otherwise agreed. If the complaint is approved, the goods are repaired and returned to the customer at the delivery address specified in the original order acknowledgment. Alternatively, the customer is credited an amount corresponding to the original invoiced amount.

If the complaint results in a rejection, the buyer is subsequently invoiced for the time spent for the complaint handling, plus any freight costs included in the case.

8. Product liability

The Seller cannot be held liable for product damages, regardless of the nature of the damage and its cause, beyond what may be covered by the Seller's product liability insurance.

The buyer is obligated to notify the Seller in writing, without undue delay, in the event of any product liability damage or the risk that such damage will occur. To the extent that the Seller may be held liable to a third party, the buyer is obligated to hold the Seller indemnified to the same extent to which the Seller's liability is limited in relation to the present stipulation.