

General Terms of Delivery

UNLESS OTHERWISE AGREED IN WRITING, VESTTHERM A/S delivers their products as follows:

1. All quotations are subject to confirmation in respect of price, quantity, delivery period, and the possibility of effecting delivery. Buyer's order shall be considered as accepted only after VESTTHERM A/S has formally acknowledged it in writing.
2. VESTTHERM A/S reserve to themselves the right to adjust the price in the case of fluctuation in the exchange rate, rises in the price of materials, changes in the cost of labour, transport charges, tariff rates, Government interference or other circumstances beyond the control of VESTTHERM A/S. Besides VESTTHERM A/S shall be entitled to deviate plus/minus 10 per cent from the total quantities specified.
3. The goods shall remain the undisputed property of VESTTHERM A/S until ~ whole sum owing has been paid. However, according to fair trading principles the purchaser shall be entitled to have the control of the goods.
4. Any time or date for delivery is given and intended as an estimate. No liability is accepted by VESTTHERM A/S for delays caused by strike, lockout, stoppage of work or the like or owing to Government measures, transport hindrances, including ice obstacles or breakdown of means of transportation, delayed or unsatisfactory delivery of materials ordered in due time, failing power supply or such production difficulties or other circumstances as are beyond the control of VESTTHERM A/S. Cancellation of orders cannot be accepted unless a proviso on the subject has been included in a special agreement.
5. VESTTHERM A/S makes reservation in respect of any misleading information which might have been given in pamphlets, instructions, drawings, technical data and other specifications or oral technical service. The purchaser can in no way invoke the aforesaid material in support of a claim, if any.
6. VESTTHERM A/S reserve the right to alter their products without previous notice when the alteration does not affect their quality, performance or appearance. This also applies to products on order.
7. Unless otherwise agreed in writing the purchaser takes over the guarantee and service obligations.

8. In case of a delivery from VESTTHERM A/S causing damage the liability for personal injury rests with VESTTHERM A/S on condition that it is proved that the damage is caused by actions performed or failures made by VESTTHERM A/S. VESTTHERM A/S are not liable for damage to real or personal property. In no circumstances shall VESTTHERM A/S be liable for consequential loss, loss of profit or any other indirect loss sustained. In case liability towards a third party is imposed on VESTTHERM A/S, the purchaser is bound to indemnify VESTTHERM A/S in so far as such a liability exceeds the limits stipulated above. The purchaser is bound to have himself sued at the same court of law which tries cases concerning claims for damages against VESTTHERM A/S on account of damages alleged to have been caused by a defect in one of the deliveries made by VESTTHERM A/S.
9. Complaints, if any, shall be received by VESTTHERM A/S not later than 8 days after the arrival of the goods. Complaints do not entitle the purchaser to disregard the terms of payment.
10. If terms of payment are exceeded interest of 2.00 per cent per month will be charged.
11. Disputes arising in consequence of the agreement and the conditions laid down herein shall be settled in accordance with Danish law and the local court of the district in which VESTTHERM A/S are domiciled.
12. In event of a condition in these terms of business or a condition within the framework of another agreement being or becoming void, the validity of all other conditions or agreements shall not be affected by this.
13. All our suppliers are obliged to comply with the applicable regulations according to REACH (EC 1907/2006) or future revisions of the directive.