



Finlay



Terex Ecotec



Rockster



Portafill



Backers



MDS

Meldgaard Handel A/S

General Terms and Conditions of Sale and Delivery pr. 23.02.23



Handel A/S

1. Introduction:

The general terms and conditions of sale and delivery shall apply for every agreement between Meldgaard Handel, DK 13767084, (hereinafter referred to as "Seller") and Seller's business customers (hereinafter referred to as "Customer") concerning sales and delivery of products, spare parts and associated services, unless otherwise agreed in writing by the parties.

2. Contractual Basis:

These terms and conditions of sale and delivery together with the Sellers offer and confirmation constitute the collected contractual basis. Terms and conditions printed on orders or in any other way informed by the Customer to the Seller do not constitute to any part of the collected contractual basis. If Customer does not agree to the content of Seller's order confirmation, the Customer must object within 5 business days after receiving the order confirmation, though no later than by delivery.

3. Offers:

Seller's offer is valid for a period of 30 days from the offer date, unless otherwise stated in the offer. Acceptance of the offer after the time stipulated for acceptance is not binding to Seller, unless Seller informs the Customer otherwise.

4. Order Confirmation:

Agreements regarding sales of machines are considered binding, when both Customer and Seller have accepted and signed the order confirmation. If the order confirmation is not signed by both parties within a period of 30 days from the offer date, it is not considered valid to Seller.

5. Reservation:

The Seller reserves the right to cancel any orders as a consequence of the offered unit against expectation is not been available after signed order or due to delivery failure, sold out goods etc.

6. Delivery:

All delivery is ex Askelund 10, Aabenraa, Denmark, unless otherwise is agreed in writing. When the goods leave the Seller's business address, delivering it to the Customer, it is the Customer who bears the risk for the good's unforeseen destruction or deterioration, unless otherwise stated in Seller's order confirmation.

7. Delivery and Risk:

The Seller delivers all the sold products, spare parts and associated services to the time agreed in the order confirmation. The Seller reserves the right to deliver before the agreed delivering date. The appointed date of delivery shall be indicated as an estimate and is non-binding. The Seller will therefore take no responsibility for any loss or cost caused by delay in delivery, unless Seller explicitly has confirmed the contrary in writing. The Customer is obliged to receive any purchased goods up to 3 months after the agreed time of delivery. If any changes are made to the order confirmation, the time of delivery changes, a new time of delivery will be submitted by the Seller to the Customer. If agreed that Seller should send the goods, Customer bear all freight charges, shipment and insurance, unless otherwise stated in Seller's order confirmation.

8. Payment:

All prices are net cash payments at the time of delivery of the goods, unless otherwise agreed in writing by the parties. All prices are excl. VAT, unless otherwise agreed. If the Customer do not pay in due time, the Customer must pay interest of 2% per month started of the amount due from the due date until payment, as well as a fee of DKK 100,- for every written reminder of payment. Every kind of credit requires pre-arrangement by Seller's accounts department concerning any credit insurance.

9. Reservation of Ownership, Credit Purchase and Insurance Obligation:

The Seller shall reserve ownership of the goods, until Seller has received payment in full, including any interests and other changes. If the purchase is on credit the Customer is obliged to, before delivery on demand, sign a purchase agreement, insurance request etc. Customer is obliged to take out the necessary liability insurance, comprehensive motor insurance and fire insurance and is on demand obliged to document that the compliance is met and show policies and receipts for paid insurance premiums. Customer must ensure that Seller has subrogation in any amount insured until payment is paid in full. The insurance sum serves as an advance payment of Seller's outstanding amount in so far as it is not used to repair the purchased product. The Customer must maintain the product and give access to Seller to inspect the product. It is unlawful for the Customer to sell, pawn or otherwise make arrangements for the purchase in such a way that a third party obtains rights to the product. Customer cannot, without explicit written agreement from Seller, leave the purchased product to others for repairs. In case of new and permanent address change the Customer must inform Seller hereof immediately.

10. Price Reservations:

Seller has the right to adjust the agreed upon price, if any significant and unforeseen changes happen in exchange rate, taxes, fees, and other taxes imposed by the authorities and changes in raw material expenses that increases the Seller's costs before delivery.

11. Consolidated Offsetting:

Any company within the Meldgaard Group is entitled to offset its own claims against the Customer in the eventual requirements of the Customer against other companies within the Meldgaard Group.

12. Defects:

All complaints made by the Customer must happen immediately upon delivery if any defects are visible and within 8 days after delivery if any notice of lack of conformity arises. By timely notice of lack of conformity regarding defective goods, the Seller shall remedy any goods which are defect or to opt for replacement or proportional reduction of the purchase price. The Seller reserves the right to decide the type of action needed to remedy goods which are defect. If any notice of lack of conformity arises in terms of bought goods or termination of the contract from the Customer, the Customer shall not be entitled to claim any damages regarding operating loss, loss of profits or indirect losses, unless the Customer can prove that the lack of conformity of the goods are caused by the Seller's gross negligence. Any remedies of defect goods shall only be accepted by prior agreement in writing from the Seller and only at a, by Seller, authorized workshop.

13. Product Liability:

The Seller shall only be liable for damage caused by the sold goods, if it can be documented that the damage is caused by gross negligence on the part of the Seller. Under no circumstances shall Seller be liable for any indirect loss and any other financial consequential loss, including operating loss, time loss or loss of profits.

14. Used Machines:

When selling used machines, these are traded as they are, and are without liability and without any warranty.

15. Return of Deliveries:

Any return of spare and wear parts can only be done with a prior written agreement with the Seller. Non-stocked parts can only be returned if the delivered goods possess defects. The parts can be returned in exchange for a 15% deduction. Seller does not accept COD parcels. All returns are made at the Customer's own expense and risk. If goods are returned without any prior written agreement with the Seller, the goods will be returned to the Customer at the Customer's own expense and risk.

16. The Discontinuation of the Agreement:

Agreements cease in case the Customer's company closes down, is under administration order, reconstruction or bankruptcy. Seller has the right to withdraw from the agreement in case the Customer is purchased, transferred, merged or is in arrears with payments.

17. Warranty:

If the Seller has provided a warranty, the warranty states that products, spare parts, and associated services possess no significant defects in the period of warranty. The warranty period starts from delivery. Warranty and the period of warranty are stated in the order confirmation. Seller's warranty does not include wear parts (e.g. conveyor belt, tires, V-belt) and defects that can be attributable to general wear and tear, wrong installation or use or maintenance contrary to Seller's instructions or common practice. Reference is made to user manuals, catalogues and brochures that are handed out by Seller, or to gather the necessary information about the field of application and maintenance on your own.

18. Confidentiality:

The Customer may not transfer, use or make others be able to use the Seller's trade secrets or any other information, which is not publicly available. This obligation applies to the parties' trade and without limitation after the termination of the trade regardless of the reason for termination.

19. Force Majeure:

Seller shall not be held responsible to the Customer for lack of contract fulfilment which is attributable to force majeure. Seller's exemption from liability shall last until the force majeure has ceased. Force majeure are conditions outside of Seller's control or which Seller could not have anticipated when the agreement was made, e.g. labour disputes and any other circumstance over which the parties have no control, such as fire, war, terror, flooding, vandalism, mobilization, requisition, seizure, currency controls, riots and civil commotion, lack of means of transportation and other unforeseen hindrances.

20. Personal Data

In connection to this trade, Seller has received personal data from Customer about Customer which is registered as part of the agreement. In connection to handling this data, Seller refers to the personal data policy at Seller's website. In connection with warranties, and/or complaints or warranty cases a transfer of Customer's personal data may be transferred (typically Customer name, time of purchase and machine-no.) to the necessary extent to importers or manufacturers that might be located outside the EU. A transfer of personal data may also happen if Seller uses a sub-supplier to e.g. transport the product. This transfer is done to ensure correct delivery and contact options to Customer.

21. Governing Law and Venue:

Any disagreement about matters covered by these terms and conditions of sale and delivery shall be dealt with in accordance with general rules of Danish law. All disputes on which the parties fail to agree shall be settled by a Danish court of law at Seller's venue.