

# **BT Mechanical Engineering ApS**

## **Terms and conditions**

### **Use**

The following terms and conditions apply to all offers, orders and deliveries to the extent that they are not waived by any written agreement between the parties.

### **Drawings and descriptions**

All particulars of weights, dimensions, capacity, technical and other data stated in catalogs, prospectuses, circulars, advertisements, photos, measure sketches and price lists are approximate and not binding. BT Mechanical Engineering ApS reserves by executing the order right to make any changes that BT Mechanical Engineering ApS deemed technically necessary.

### **Offers / order confirmation**

Any offer made subject to prior sale. BT Mechanical Engineering ApS's offer is binding for 30 days unless otherwise agreed in writing.

Offers and agreed price / discount is conditional upon timely payment of the goods. In case of default of payment withdraws offer and agreed price, and then the list prices that are valid and demand as well.

Agreement on the final delivery is available only when buyer has received written confirmation from BT Mechanical Engineering ApS and only this is binding.

Buyer are referred to manuals, brochures and other information provided with the product or obtain necessary information on the scope and proper method of use of the item purchased. BT Mechanical Engineering Limited accepts no responsibility for the content of catalogs, brochures and other information, including electronic information of any kind from our suppliers.

### **Terms & conditions**

The basis of our sales in Denmark, Sweden, Norway and Finland NLM 94 and NL 92 in force in so far as the conditions are not waived in below.

Unless otherwise agreed in writing, the goods are sold ex-works (EX-Works), and applicable Incoterms 1990. Delivery time is counted from the date of BT Mechanical Engineering ApS 'written order confirmation, provided that all the technical details and formalities for execution of the order at that date. Is that agreed confirmed, irrevocable letter of credit or other payment security, this also be available. Otherwise, the delivery time is counted from the date on which all conditions have been completed. If the Buyer fails to receive the supplies on the agreed date, he shall nevertheless be obliged to pay any payments conditional, as if delivery had taken place. In addition, BT Mechanical Engineering ApS cancel the agreement and buyer demand compensation for damage suffered by BT Mechanical Engineering ApS at buyer's negligence. If delay in delivery is due to war, strike, lockout, other acts of God or political conditions, and lack of subcontracting, materials and supplies, as BT Mechanical Engineering Limited's control, or the buyer's act or omission, delivery time is extended accordingly. BT Mechanical Engineering ApS does in these situations no liability to the buyer. If the buyer does not comply with the agreed terms of payment while, BT Mechanical Engineering ApS no obligation to deliver. There will be no compensation for delays in delivery, and the buyer is not entitled to cancel the contract for this reason. When goods will be packed by BT Mechanical Engineering ApS 'estimates, the costs of which are paid by the buyer, if the packaging is not explicitly included in the price. Shipping is always at the buyer's risk and responsibility, also by carriage paid, and recipient is solely responsible for ensuring that the necessary transport insurance is taken out, unless otherwise explicitly agreed in writing.

**Prices**

Prices shown in BT Mechanical Engineering ApS's then-current price list or sent order confirmation.

Delivery from BT Mechanical Engineering ApS's stock, unless otherwise agreed.

All prices are current prices in the specified currency.

All prices are exclusive of shipping, packaging, taxes and duties.

BT Mechanical Engineering Ltd. is entitled to make changes to prices in the event of changes in material inputs, commodity prices, exchange rates or other circumstances beyond BT Mechanical Engineering ApS's control including duties, freight and insurance charges etc.

**Payment**

Unless otherwise agreed, payment shall be guaranteed by a bank guarantee or irrevocable letter of credit, after BT Mechanical Engineering ApS' choice. Payment terms are net 20 days from the delivery. The buyer is not entitled to withhold payment due. Possible counterclaims, as BT Mechanical Engineering ApS not recognized. When paying later than the agreed payment term interest rates currently charged 1.5% per month at the beginning of each month.

**Ownership**

The ownership of the delivered products remain at BT Mechanical Engineering ApS as long as the delivery is not paid, or the trade agreement is not met. The buyer is obliged to insure the order to the full replacement value from the date of delivery until full payment has been made

**Liability for defects / loss**

BT Mechanical Engineering Ltd. offer for all deliveries remedy for a period of twelve consecutive months from the date of delivery provided normal use. The purchaser is obliged to respect and recognize BT Mechanical Engineering ApS remedy. BT Mechanical Engineering ApS's corrective action for defects / nor losses, which are provided by the buyer, or a design prescribed by this or specified by the. BT Mechanical Engineering ApS's remedy is limited to defects, which have arisen under the Agreement intended working conditions and the proper application of the material. This liability does not cover defects caused by occurrences after the risk has passed to the Buyer. This liability does not, for example defects due to faulty maintenance, incorrect installation by the buyer changes made without BT Mechanical Engineering ApS's written consent or repairs that the buyer has performed incorrectly. Finally, the repair is not normal wear and deterioration, and breach of contract and misuse of the equipment. In no case is BT Mechanical Engineering Limited be liable for loss of profits or other consequential economic loss. Remedy Court for delivery lapse of ownership. Portions of delivery, which is not made by BT Mechanical Engineering Ltd., replaced only to the same extent as BT Mechanical Engineering ApS is compensated by the subcontractor.

**Mounting**

Installation is not included in BT Mechanical Engineering ApS's offer, unless explicitly stated.

**Returns and returnable packaging**

Items cannot be returned.

If, despite the foregoing, is agreed that BT Mechanical Engineering ApS take back items, the goods must be unused, free of defects, and in original packaging.

Items that are custom made and / or purchased for the buyer received never return.

Approved returned items credited, minus the BT Mechanical engineering prescribed fee to cover return and selling costs.

Returnable packaging credited by carriage paid in good condition within 3 months. BT Mechanical Engineering ApS's delivery. Credit will be made by deduction to cover wear, handling and shipping.

**Arbitration Clause**

All disputes between the parties arising in connection with this Agreement shall be finally settled by arbitration in Aalborg in accordance with the arbitration law applicable rules and Danish law.