

General Conditions of Sale and Delivery



1. Application

These General Conditions of Sale and Delivery shall apply to all offers, sales and deliveries unless otherwise agreed in writing and confirmed in writing by Pilz Skandinavien K/S (hereinafter referred to as Pilz K/S) or its affiliates.

To the extent that these General Conditions of Sale and Delivery do not apply, NL 92- General Conditions for the supply of machinery and other mechanical, electrical and electronic equipment between Denmark, Finland, Norway and Sweden and within these countries, inclusive of any relevant addenda - shall apply.

2. Offer

Pilz K/S's offer lapses if it has not been accepted in writing and if acceptance has not been received by Pilz K/S six weeks from the date of such offer at the latest and within the ordinary business hours of Pilz K/S.

Reservation is made as to errors or defects in the Purchaser's specification and in any other information given to Pilz K/S by the Purchaser.

3. Prices

The prices stated are exclusive of VAT and other government taxes. Pilz K/S reserves the right to adjust its prices in the event of alterations in the prices of raw materials, other materials, wages and salaries, collective bargaining, exchange rates and any government intervention.

Prices of offers submitted may be adjusted for the said price increases during the period from the date of such offers until delivery is effected, cf. clauses 5 and 6 hereof.

4. Packaging

Unless otherwise agreed in writing, the price quoted is deemed to be inclusive of Pilz K/S's standard packaging.

5. Delivery

Delivery shall be Ex Works (EXW, INCOTERMS 2010), Sønderborg, Denmark.

6. Time for delivery

The time for delivery shall be agreed for each single supply. Agreement on the time for delivery shall be made no earlier than when the time for delivery is final.

The time agreed for delivery may be postponed at Pilz K/S's option to the extent that such postponement is caused by postponed delivery from Pilz K/S's sub-suppliers, strike, lockout, government measures, suspension of operations, currency restrictions, natural disasters, transport impediments, acts of terror, war, insurrection, civil commotion and blockade or as a result of other obstacles to delivery which are not caused by Pilz K/S's circumstances nor by Pilz K/S's relations to its supplier and/or sub-suppliers.

The Purchaser shall be entitled to terminate the contract owing to delay as described above if such delay has lasted for longer than 1 month.

Under no circumstances shall Pilz K/S be obliged to pay damages of any kind owing to delayed/postponed delivery.

7. Postponement of delivery or cancellation

If the Purchaser states that he is not in a position to accept delivery on the agreed date for delivery, the Purchaser shall forthwith notify Pilz K/S hereof in writing and state the time when he expects to be able to accept delivery of Pilz K/S's performance.

If at the time agreed for delivery, the Purchaser omits to accept delivery of goods ready for delivery, the Purchaser shall be obliged to effect payment as if delivery had been effected, cf. clause 10 hereof.

Pilz K/S undertakes to store the goods at the Purchaser's expense and risk and Pilz K/S shall insure the goods with an insurance company chosen by Pilz K/S at the Purchaser's expense.

Unless the said omission on the part of the Purchaser is due to circumstances as described in clause 15, Pilz K/S shall be entitled to encourage the Purchaser in writing to take delivery of the goods within a reasonable time to be fixed by Pilz K/S.

If the Purchaser omits to notify Pilz K/S of postponed time for accepting delivery, cf. above, Pilz K/S shall - notwithstanding the reason for such postponement - be entitled to terminate the contract in part or in full without further notice and to claim damages from the Purchaser; moreover, Pilz K/S shall be entitled forthwith to sell against the Purchaser without further notice.

8. Returnable goods

Standard stock goods - unused, undamaged and in their original packaging - may be returned in exceptional cases, but no later than 1 month from the date of delivery and only subject to prior agreement and approval against payment of handling charges of 30% of the invoiced price for the goods in question.

The return of goods shall be at the Purchaser's expense and risk. When goods are returned, the invoice number and date of delivery of such goods shall be stated.

Custom-made goods or goods especially purchased by Pilz K/S for the Purchaser shall not be returnable.

9. Payment

The purchase sum shall be paid in cash upon delivery, unless otherwise agreed in writing. The date of maturity

shall be the invoice date. Invoices are prepared and issued in Denmark.

In the event of delay in payment, interest as per the date of maturity shall be payable. The rate of such interest on overdue payments is at present 1.5% per month of delay commenced. The Purchaser shall not be entitled to withhold payments or to effect any set-off.

10. Reservation of title

The goods shall remain the property of Pilz K/S until the Purchaser has fulfilled his obligation to pay, cf. clause 9. The reservation of title shall also apply to the sale of components, regardless of whether or not such components are intended for use in the Purchaser's production/products. At his own initiative, the Purchaser shall immediately pass on all information to Pilz K/S for the purpose of checking thereof. The Purchaser's omission to do so is deemed to be gross breach of contract.

11. Copyright

Pilz K/S shall have the copyright to the computer programs and the software supplied as well as to all drawings, technical documents, tools - without any exception - concerning the supply. The Purchaser shall not be entitled to produce (except for a back-up copy), transfer, alter or in any other way dispose of the goods supplied in violation of Pilz K/S's copyright.

Drawings, technical documents, literature etc. concerning the supply and/or the performance thereof which are handed over from one party to the other prior to or after concluding the contract shall belong to the party who has handed over such drawings, documents etc. Drawings, technical documents and other technical information received shall not be applied for purposes other than the performance, commencement, operation and maintenance of the goods supplied without the written consent of the other party.

12. Defects etc.

Services, goods etc. produced by Pilz K/S which, within 12 months from the date of delivery, turn out to be defective owing to faulty workmanship or faulty materials shall be repaired or replaced by new goods etc. at the discretion of Pilz K/S when such defective products have been forwarded to Pilz K/S. As for other goods, the same terms and conditions as applicable to the relationship between Pilz K/S and Pilz K/S's sub-suppliers shall apply so that Pilz K/S shall be liable only to the extent that Pilz K/S can hold its suppliers and/or sub-suppliers liable. Pilz K/S's shall not be liable for defects if attempts have been made to alter or repair the goods or if the goods have been incorrectly used.

Pilz K/S shall not be liable for any other defects than those listed in clause 14, cf. clause 15, however.

The Purchaser shall have no other remedies for defective performance than those mentioned above, inclusive of right of termination or the right to claim proportional reduction of the price or a right to claim damages in the case of defective performance.

13. Complaint

The Purchaser shall complain of any defects no later than 14 days after the date of delivery.

Complaints of altered times for delivery shall be made in writing and within 1 week from Pilz K/S's sending notification of such altered times.

14. Liability for personal injury/damage to property by the goods and product liability

Where a consignment from Pilz K/S causes damage, Pilz K/S shall be liable for personal injury on condition that it is proved that the injury is due to acts or omissions on the part of Pilz K/S.

Pilz K/S shall not be liable for damage to real or movable property which occurs while the consignment is in the possession of the Purchaser or for damage to products made by the Purchaser or to products of which such products form part.

In no circumstances shall Pilz K/S be liable for consequential loss or other indirect loss.

To the extent Pilz K/S might incur liability towards third parties, the Purchaser is under an obligation to indemnify Pilz K/S to the extent such liability exceeds the limits laid down in the above. The Purchaser shall further be obliged to let himself be summoned to the court or arbitral tribunal examining claims for damages lodged against Pilz K/S on the basis of such damage. If a claim for damage as described in this clause is lodged by a third party against one of the parties, the respondent party shall immediately inform the other party thereof in writing.

Moreover, Clause 36 of NL 92 shall apply separately, except for the provision on gross negligence on the part of the seller contained therein, and the mutual relations between Pilz K/S and the Purchaser shall in any case be settled according to the clause 18 of these General Conditions of Sale and Delivery.

15. Grounds for relief

The following circumstances shall be considered grounds for relief if such circumstances occur after conclusion of the contract and if such circumstances impede the performance of the contract:
Industrial disputes and any other circumstance beyond the control of the parties such as war, mobilization, unforeseen

military call-up, seizure, currency restrictions, insurrection and civil commotion, acts of terror, fire, shortage of transport and/or of the possibility of transport, shortage of materials, rejection of major works, restrictions in the use of power (any power for the operation of means of transportation).

The party wishing to claim relief on the basis of any of the above circumstances shall forthwith notify the other party in writing of the occurrence and of the cessation such circumstance.

Either party shall be entitled to terminate the contract by notice in writing to other party in the event that performance of the contract within a reasonable time becomes impossible owing to any of the above circumstances. This stipulation shall result in no limitation of what has been agreed in clauses 6, 7 and 10 hereof.

16. Scope of liability

In the event that one party is obliged to pay damages to the other, such damages shall not exceed the financial compensation, which the party liable in damages could reasonably have foreseen when concluding the contract. The party claiming breach of contract is obliged to take all the necessary, reasonable precautions to limit the extent of any damage caused in so far as this party can do so without unreasonable costs or inconvenience. Omission to fulfil such obligation shall entitle the party liable to pay damages to claim a reduction of the amount of damages payable.

17. Amendments

Any amendment or addition to these General Conditions of Sale and Delivery shall be made as an addendum in writing and be duly signed by both parties to be valid.

18. Disputes

Disputes arising out of or in connection with these General Conditions of Sale and Delivery may be brought before a court of law or may alternatively, at Pilz K/S's option, be settled by arbitration according to the rules of law on arbitration applicable in the Pilz K/S's country. Danish law shall apply and the venue shall be the court in Sønderborg, alternatively the Western Division of the Danish High Court in Viborg, Denmark.

Denmark: Pilz Skandinavien K/S,
Ellegårdvej 25 L, DK-6400 Sønderborg
Tlf. +45 7443 6332, Fax +45 7443 6342
E-mail: pilz.se@pilz.dk, Internet: <http://www.pilz.dk>
VAT No.: DK19704483

Sweden: Pilz Skandinavien K/S,
dansk Filial
Energigatan 10 B, SE-434 37 Kungsbacka
Tlf. +46 (0) 300 139 90, Fax +46 (0) 300 307 40
E-mail: pilz.se@pilz.dk, Internet: <http://www.pilz.se>
VAT No.: SE5164057472

Finland: Pilz Skandinavien K/S,
Sivuliike Suomessa
Nuijamiestentie 7, FI-00400 Helsinki
Tlf. +358 (0) 10 322 4030, Fax +358 (0) 9 2709 3709
E-mail: pilz.fi@pilz.dk, Internet: <http://www.pilz.fi>
VAT No.: FI14884409