

General Terms and Conditions of Sale for Denmark

1. Scope of Conditions

1.1 The terms and conditions of sale stated below cannot be deviated from and shall take precedence to any possible purchasing terms and conditions of the Buyer, unless another written agreement exists between the parties.

1.2 In addition to the terms and conditions below, NL 92 shall apply, however the terms and conditions below take precedence.

2. Prices

2.1 All specified prices are in DKK excl. freight, packaging, VAT, taxes, fees and duties. If a sale has been agreed in a foreign currency, Bürkert reserves the right to make price changes due to possible changes in exchange rates. As from 1.1.2022, a processing and packaging fee of DKK 75 will be imposed on all orders, and orders for an amount less than DKK 500 that have not been placed via our eShop will have a compensation fee corresponding to the difference between the order amount and DKK 500 imposed. The order amount is excl. processing and packaging fees, freight, VAT and duties.

2.2 The delivery will be invoiced at the relevant price applicable on the day of delivery. The buyer is obliged to accept changes in the price until delivery due to increased costs for the seller due to changes in exchange rates, customs duties, taxes, duties, etc. relating to the agreed delivery. Reservations are made for strikes, lockouts, or other circumstances that are not under the control of Bürkert itself, cf. point 8.3.

3. Terms of Payment

3.1 The payment terms are cash upon delivery, unless stated otherwise in the invoice.

3.2 If payment is made after the due date, then Bürkert is entitled to calculate interest on the remaining debt at any time from the due date and at the officially set bank rate plus 2% per commenced month (a part of a month being treated as a full month for the purpose of calculating interest).

3.3 The Buyer is not entitled to set-off any possible claims that have not been recognised in writing by Bürkert.

4. Property Rights

4.1 Bürkert reserves ownership rights to the sold items until the entire purchase sum as well as the costs accruing for delivery, shipping and insurance of the items that are defrayed by Bürkert on behalf of the Buyer are paid by the Buyer or the agreed collateral has been posted. Until this has occurred, the Buyer is not entitled to resell the items, or in general to have the items at its disposition in a manner that violates the Seller's ownership reservations. For converting or reworking of the sold item, without it however losing its special character or identity, the ownership reservation is maintained such that it encompasses the converted or reworked object for the value that the item represented without the conversion or reworking.

4.2 When the Buyer has paid or posted collateral for all amounts owed, and the ownership rights for the object of the sale have been transferred to the Buyer, then the Seller shall upon request by the Buyer confirm such.

4.3 Drawings, specifications, descriptions and the like that are delivered by the Seller for use in the Buyer's utilisation of the object of the sale, shall remain the Seller's property, and may not be disclosed without a written agreement with the Seller, or in some other manner used in violation of the Seller's permission.

5. No Re-Export Clause

5.1 Buyer acknowledges that Seller is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements, in particular the country import laws of the Buyer, European foreign trade and sanctions laws, in particular for products as per Regulation EU 833/2014 (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02014R0833-20240224>). Buyer agrees as a fundamental obligation that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations, e.g. circumvention of said laws and regulations. Either Parties' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

5.2 The Buyer confirms that it will not (re-)sell or use the products outside the country of his company registration or export into a country with limitations as per any of the laws mentioned in paragraph 5.1. Buyer shall not intentionally or in acting with reckless disregard frustrate the purpose of paragraph 5.1 using any third parties further down the commercial chain, including by possible resellers.

5.3 The Buyer shall inform the Seller and the Parties shall coordinate in case of any problems in applying paragraphs 5.1-5.4, including sharing of necessary information without undue delay.

5.4 Any Buyer's culpable violation of paragraphs 5.1, 5.2 or 5.3 shall constitute a material breach of an essential element of this agreement, and the Buyer shall (i) indemnify and hold harmless Seller on first written demand for the full cost of any enforcement penalties and for any other related losses, including Seller's reasonable legal fees, full cost of any enforcement penalties imposed as a result of Buyer's breach, (ii) Seller may terminate the contract immediately without prejudice, and (iii) any advance payments received by Seller for Sanctioned Goods not delivered at the time of termination as per 5.4 (ii), shall remain with Seller as non-refundable compensation and be deducted from any damages due as per paragraph 5.4 (i).

7. Warranty

7.1 Bürkert provides warranty for a period of 12 months after delivery has taken place to soonest possible perform re-delivery or repairs as per Bürkert's own choice, if defects of the products are ascertained that are due to the design, materials or manufacturing.

7.2 Claims concerning any possible defect must be submitted in writing at the latest 8 days after the defect has, or ought to have been, ascertained and must contain information on what the defect comprises. If the claim is not submitted within this deadline, then Bürkert is released from any liability.

7.3 The remediation does not encompass those situations where the defect is due to the product not having been maintained and used in accordance with Bürkert's instructions, in the event of erroneous or inappropriate use, for all manners of changes or technical interventions that might have been undertaken without Bürkert's written consent, or in the event of extraordinary external impacts. Likewise, any possible wearing part is not encompassed by the remediation right.

7.4 If the Buyer is able to perform the remediation on its own at its site, then Bürkert's remediation obligation pursuant to this provision will be fulfilled by the shipment of a new or a repaired part. The defective part must be placed at Bürkert's disposition, if requested by Bürkert.

7.5 Bürkert also grants a remediation right for those parts of the delivery that have been replaced or repaired under the same terms and conditions and under the same preconditions as for the original product, however at most for 18 months from when the original delivery took place.

7.6 Costs of mounting and dismounting of the product are not encompassed by the remediation right and are defrayed by the Buyer. Costs for transport as well as risks for the product or replacement parts are covered by the Buyer, both for return shipment to Bürkert for re-delivery/repairs and for shipment of the product to the Buyer or replacement parts in the form of re-delivery or as repaired parts.

7.7 Bürkert will remedy the defect as soon as possible, if the claim has been submitted in time.

8. Limitation of Liability

8.1 Any possible claim for compensation against Bürkert may never exceed the price specified on the invoice.

8.2 Bürkert is not responsible for operating losses, loss of profits, losses of time or other indirect losses that might arise in consequence of delivery delays or deficiencies in the product.

8.3 The following circumstances involve a release from liability for Bürkert, if they prevent the delivery from being fulfilled or make its fulfillment unreasonably burdensome: force majeure, including labour conflicts, strikes, lockouts and any other circumstance that the parties are not in control of, such as fire, war, mobilisation or unforeseen military call-ups of a corresponding scope, acts of sabotage, requisition, confiscation, currency restrictions, riots and civil disturbances, lack of means of transport, general scarcity of goods, export or import bans, restrictions on fuels, natural disasters, pandemics, fire, vandalism, as well as deficiencies in, or delays of, deliveries from subcontractors that are due to any of the circumstances named in this point, which Bürkert Denmark A/S has not been able to avoid and whose consequences Bürkert Denmark A/S has been unable to avert.

8.4 It is incumbent upon Bürkert, when it comes to Bürkert's attention, to notify the Buyer without undue delay, if circumstances as mentioned under point 8.3 are anticipated to have an effect on the fulfilment of the agreement.

8.5 The party, whose performance arrangements are impacted by an impediment as mentioned in point 8.3, must without undue delay notify the other party in writing of such, and of the significance of the impediment to the possibilities for fulfilment.

8.6 Unless agreed upon otherwise in writing between the parties, the agreement may only be terminated due to the above-mentioned circumstances with respect to point 6.3.

9. Product Changes

9.1 Bürkert reserves the right to undertake, before delivery and without prior notification to the Buyer, those changes in design, execution etc., that Bürkert might find to be necessary. Such changes only give the Buyer the right to cancel the purchase if they can prove that a specific design, execution etc., was posed by the Buyer as a condition of the purchase.

9.2 Changes undertaken and cancellation of the agreement caused by such do not entitle the Purchaser to compensation for damages.

10. Product Information

10.1 All information in brochures, data sheets, catalogues and price lists etc., concerning weight, dimensions, capacity, performance or other technical data are approximate and only binding to the extent that the agreement expressly refers to it.

10.2 All technical advising, regardless of whether it is verbal or written, must only be understood as a non-binding suggestion, hence the Buyer itself is responsible for the suitability and use of the product.

11. Product Liability

11.1 To the extent that nothing else follows from statutory provisions that cannot be deviated from under the rules of Danish law, the following shall apply concerning Bürkert's product liability:

6. Delivery

6.1 All deliveries are delivered EXW Skovlunde (Incoterms 2020) if nothing else has been agreed. Unless the Buyer states a specific transport method when placing the order, Bürkert will arrange transport at the Buyer's expense. This also applies for orders placed in our eShop, which solely can be delivered to an agreed address in Denmark.

6.2 The delivery times stated are scheduled by best estimate in accordance with the conditions that exist upon submission of the offer / entry into the agreement. A postponement of the delivery time of up to 2 weeks due to Bürkert's circumstances will in every sense be regarded as timely delivery. The Buyer cannot thus on this basis invoke any remedial powers against Bürkert.

6.3 If the delay of the delivery is due to Bürkert being in a situation as specified in point 8.3, the delivery date will be postponed by the time the impediment persists. If the impediment lasts more than 3 months, then both parties are entitled to annul the agreement with no liability. This provision shall apply regardless of whether the cause of the delay arises before or after expiry of the agreed delivery time. Unless agreed upon otherwise in writing between the parties, the agreement may only be terminated due to the above-mentioned circumstances.

6.4 If Bürkert deems itself to not be in a condition to adhere to the delivery time, the Buyer will receive notification of such without undue delay with, to the extent possible, information on the estimated delivery time.

6.5 Bürkert will assume no liability for any possible losses and the like that the Buyer might incur in consequence of delayed or lacking delivery, regardless of the cause.

11.2 Bürkert is only liable for personal injuries if it can be evidenced that the injury is due to an error or grossly negligent omission committed by Bürkert.

11.3 Bürkert is not liable for damages to real property or movables that arises while the sold items are in the Buyer's possession. Nor is Bürkert liable for damages to products that are produced by the Buyer, or for products into which these are incorporated.

11.4 Bürkert is not liable for operating losses, lost earnings or any other form of indirect loss.

11.5 To the extent that product liability might be imposed on Bürkert with respect to a third party, the Buyer is obligated to indemnify Bürkert to the same extent as Bürkert's liability is limited pursuant to the preceding points.

11.6 If third party files a claim against one of the parties concerning liability to pay compensation with respect to this point, then this party must immediately notify the other party in writing of such.

12. Returns

12.1 Delivered items will only be accepted for return pursuant to a prior written agreement.

12.2 In those instances where the Buyer is entitled to cancel the transaction, or where sold items are returned to the Seller for purposes of replacement or remedying of deficiencies, the sold items shall be sent to Bürkert in the original packaging and at the Buyer's expense and risk. To the extent that Bürkert is burdened with shipping costs etc., Bürkert is entitled to demand that such be refunded by the Buyer and to set-off such from any possible claims of the Buyer against Bürkert.

12.3 For agreements concerning returns that are not encompassed by the Buyer's right to cancel the transaction, Bürkert will determine in each individual instance the specific price for which the item can be purchased back. Likewise, costs for re-packaging, checking of functionality etc., will be deducted from the repurchase price if an item is not returned in its original, unbroken packaging. Shipping of returned items shall occur at the Buyer's expense and risk.

13. Disputes

13.1 Every disagreement between the parties will be resolved by the ordinary Danish courts