

Beckhoff Automation ApS Terms of Sale and Delivery

1. Validity

Terms of Sale and Delivery shall apply to all offers, orders and deliveries unless otherwise agreed in writing.

2. Offers

If Beckhoff Automation ApS submits an offer, without specific deadline, the offer will lapse if acceptance has not been given to Beckhoff Automation ApS within 4 weeks from the offer has been submitted.

3. Price

3.1 All prices are in danish crowns and exclusive VAT. The buyer is obliged, until delivery, to accept changes in the price as a result of documented increased costs for Beckhoff Automation ApS, as a result of changes in exchange rates, customs duties, taxes, etc. regarding the agreed delivery.

4. Payment

4.1 Payment must be made by the date specified at the invoice as the last due date of payment.

4.2 Normal payment terms are current month plus 20 days.

4.3 If payment is made after due date, Beckhoff Automation ApS is entitled to calculate interest on the outstanding debt at any time from the due date with Danmarks Nationalbanks officially fixed lending rate plus 7%.

4.4 Buyer is not entitled to offset against any counterclaims unless it is agreed in writing with Beckhoff Automation ApS.

5. Reservation for property

5.1 Beckhoff Automation ApS reserves, with the restrictions that follow imperative law rules, the ownership of the sold goods until the entire purchase price plus the costs incurred has been paid to Beckhoff Automation ApS.

5.2 Drawings, specifications and the like, provided by Beckhoff Automation ApS before or after the conclusion of the agreement, remain Beckhoff Automation ApS property and may not be passed on without written agreement nor otherwise misused.

6. Delivery

6.1 According to Incoterms DAP delivery takes place from Beckhoff Automation ApS warehouse. For all orders under DKK 5,000.00 excl. VAT a fee of DKK 65.00 is paid for administration and shipping cost.

6.2 The delivery time is determined by Beckhoff Automation ApS to the best of our knowledge in accordance with the conditions with the circumstances that exist at the time of the tender/the conclusion of the agreement.

7. Changes of products

Beckhoff Automation ApS reserves the right to make changes in the official specifications without notice, if this can be done without any inconvenience to the buyer.

8. Missings and complaints

8.1 Upon delivery, the buyer must immediately make an examination of the sold goods, which proper business process requires.

8.2 If the buyer wants to claim a defect, the buyer must immediately notify Beckhoff Automation ApS in written after the defect has been or should be discovered and indicate the defect.

8.3 Following Beckhoff Automation ApS's choice, defects in the sold goods will be rectified or will be replaced.

Hovedkontor

Beckhoff Automation ApS
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Denmark

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Hotline: +45 43201571

E-Mail: info@beckhoff.dk

Web: www.beckhoff.dk

CVR-NR: 28283571

Sparekassen Kronjylland

Reg.nr. 6683

Konto nr. 0014682937

SWIFT: KRONDK22

IBAN:DK 4866830014682937

8.4 Exchange of delivered goods must be mailed back to Beckhoff Automation ApS by the buyer. If it turns out that the goods are not defect due to a defect, but is error operated, the buyer must bear all Beckhoff Automation ApS's costs for testing, transport and the like.

8.5 Beckhoff Automation ApS defect liability only includes defects that appear within 12 months from the date of delivery.

8.6 After service and repairs, only replaced parts are guaranteed for 12 months, and not for the entire product.

8.7 Exchange of delivered goods is done to the same address as the original delivery address.

9. Limitation of liability

9.1 A claim against Beckhoff Automation ApS cannot exceed the invoice amount for the sold goods.

9.2 Beckhoff Automation ApS shall not be liable for operating losses, loss of profits or other indirect losses arising from the agreement, including indirect losses arising from delays or shortcomings in the sale.

9.3 The following circumstances gives Beckhoff Automation ApS freedom of responsibility, if they prevent the fulfillment of the agreement of make the fulfillment unreasonably burden: Labor conflict, force majeure and any other circumstances over which the parties aren't loards, and lack of or delay in deliveries from subcontractors due to any of the circumstances mentioned in this paragraph.

9.4 Beckhoff Automation ApS must notify the buyer in writing without undue delay, if the circumstances mentioned in section 9.3 occurs.

10. Return of goods

The sold goods are only returned after prior written agreement, and only three weeks after delivery and only in original packaging. If the return of goods is accepted, the sale is credited at the original price minus 20%.

11. Product liability

For product liability, the rules in force in Danish law apply at all times. To the extent that nothing else follows from mandatory legal rules, Beckhoff Automation ApS is not responsible for operating losses, loss of profits or other indirect losses. The amount is limited to the coverage of Beckhoff Automation ApS product and Business Liability insurance and cannot exceed the invoice amount for the goods sold.

12. ASSIGNMENT

Beckhoff may transfer any rights or obligations under the orders or contracts governed by these Standard Terms and Conditions of Sale to any of its affiliates or to another entity which will become an affiliate of Beckhoff in the event of a merger, consolidation, recapitalization or the sale of all or substantially all of its assets without the consent of Customer. Customer may not transfer its rights or obligations pursuant to these Standard Terms and Conditions of Sale without the express written consent of Beckhoff not being unreasonable.

13. Disputes

Any disagreements between the parties will be decided by the courts under Danish law.

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