



SALGS- OG LEVERINGSBETINGELSER

Nedenstående betingelser gælder for ethvert salg fra Alcumatic A/S, medmindre der foreligger anden skriftlig aftale. Specielle betingelser fra købers side, specificeret i købers ordre, er ikke bindende for Alcumatic A/S, medmindre Alcumatic A/S har givet skriftlig accept.

1. Prisforbehold

Alle tilbud er fritblivende. Priser der er ekskl. merværdiafgift og evt. andre afgifter, der måtte blive pålagt af myndighederne, er baseret på de tilbuds- eller bekræftelsestidspunktet gældende materialepriser, valutakurser, lønninger mv. selvom disse ikke er køber bekendt. I tilfælde af ændringer i disse forhold inden leveringstidspunktet forbeholder Alcumatic A/S sig ret at regulere salgspriserne tilsvarende. For ordre under kr. 1.000,00 tillægges et ekspeditionsgebyr på kr. 100,00

2. Leveringstid

Den i tilbuddet anførte leveringstid er angivet efter bedste skøn og forudsætter omgående accept af tilbud. Der tages altid forbehold for forsinkelser fra underleverandører, force majeure, strejke, lockout, eller i øvrigt forhold, som Alcumatic A/S ikke med rimelighed kan siges at være herre over.

3. Betaling

Når andet ikke er aftalt sker levering af fabrik for købers regning og risiko.

4. Mængde

Alcumatic A/S er berettiget til at levere med en afvigelse på +/- 10% fra den aftalte mængde.

5. Betaling

Når andet ikke er aftalt er alle leverancer forfaldne til betaling netto kontant 30 dage fra fakturadato. Efter forfald beregnes renter. Eventuelle reklamationer berettiger ikke køber til at tilbagebeholde betalingen.

6. Ejendomsforbehold

Indtil betaling er sket, forbliver varerne Alcumatic A/S' ejendom.

7. Emballage

Emballage og forsendelsesemballage beregnes særskilt.

8. Garanti

Alcumatic A/S indestår for, at de leverede varer er af sædvanlig god kvalitet og har de aftalte egenskaber. Skulle der kunne påvises mangler, vil de mangelfulde varer blive repareret eller byttet (Efter Alcumatic A/S' valg) ved franko returnering.

9. Ansvar for mangler

Alcumatic A/S påtager sig under ingen omstændigheder ansvar for tab, som manglen måtte forårsage, herunder driftstab, tabt fortjeneste, tidstab eller økonomiske konsekvenstab.

10. Produktansvar

I intet tilfælde er Alcumatic A/S ansvarlig for driftstab, tabt fortjeneste eller andre økonomiske konsekvenstab.

11. Reklamationer

Reklamationer af enhver art må meddeles Alcumatic A/S uden ugrundet ophold og senest ét år efter leveringsdagen.

12. Oplysninger

Alcumatic A/S påtager sig intet ansvar for mulige fejl i kataloger, brochurer og andet trykt materiale eller for eventuelle fejlfortolkninger af de heri givne oplysninger.

13. Ændringer

Alcumatic A/S forbeholder sig ret til - uden varsel - at foretage ændringer i sine produkter, såfremt dette kan ske uden at ændre aftalte tekniske specifikationer. Dette gælder også allerede bestilte og bekræftede produkter.

14. Tegninger

Alle tegninger, skitser, tekniske specifikationer, kapacitetsydelses- og forbrugsangivelser m.v. som stilles til rådighed, tilhører Alcumatic A/S. De må ikke videregives til en tredjepart eller bruges til andet formål uden skriftligt samtykke fra Alcumatic A/S.

15. Annullering/ændring

Annullering eller ændring af en Alcumatic A/S bekræftet ordre kan kun finde sted efter nærmere aftale og mod betaling af de dermed forbundne omkostninger.

16. Returnering

Varer modtages kun retur efter forudgående aftale og mod franko levering.

17. Værneting

Værneting er i alle tilfælde Sønderborg

TERMS OF SALE AND DELIVERY

Unless any other written arrangement has been agreed, Alcumatic A/S delivers on the following terms. Special conditions laid down in the purchaser's order, will not be binding upon Alcumatic A/S unless confirming by Alcumatic A/S in writing.

1. Price Regulations

All quotations shall be subject to confirmation by Alcumatic A/S. The prices, which are exclusive of added-value tax and other duties that may be imposed by authorities, are based on the prices of the material, rates of exchange, wages, etc. In force on the day of quotations or confirmation, even if these prices are unknown to the purchaser. In case these conditions change before the time of delivery Alcumatic A/S reserves the right to adjust the prices correspondingly. For orders less than DKK 1,000.00 additional charge will be DKK 100.00

2. Time of delivery

The time of delivery is stated to the best of our judgement and shall be subject to confirmation by return of post. The time of delivery is subject to delays by sub-suppliers, force majeure, strikes, lock-outs or any other delay due to courses beyond Alcumatic A/S' control.

3. Terms of delivery

Failing special instructions the goods will be delivered ex works for the purchaser's account and risk.

4. Quantity

Alcumatic A/S is entitled to deliver with a variation of +/- 10% of the quantity specified.

5. Payment

Unless otherwise agreed, every order is due net cash 30 days from date of invoice. Where payment be not received when due, Alcumatic A/S reserves the right to charge interest. Possible complaints shall not entitle the purchaser to retain payment.

6. Transfer of Ownership

Until full payment for the goods has been received, the goods shall remain the property of Alcumatic A/S.

7. Packing

Packing and outside packing will be charged separately

8. Guarantee

Alcumatic A/S guarantees that the goods supplied are of usually good quality and that they have the characteristics agreed upon. Defective goods will be repaired or replaced (at A/S Alcumatic's option) when returned to us, freight paid.

9. Liability for defects

Alcumatic A/S can under no circumstances be held responsible for any loss caused by the defect, including loss of profits, loss in terms of time or financial loss resulting from the defect.

10. Product liability

Alcumatic A/S can in no case be held responsible for loss of profits or other financial loss resulting from defective products.

11. Complaints

Any complaint shall be submitted by the purchaser to Alcumatic A/S without delay and not later than 1 year after the delivery date.

12. Information

No responsibility for errors in or wrong interpretation of technical data contained in catalogues, leaflets and other printed material can be placed on Alcumatic A/S.

13. Alterations

Provided no agreed technical specification is changed Alcumatic A/s reserves the right to make alterations to its products without notice, also to products already placed on order.

14. Drawings

All drawings, sketches, technical specifications, statements of capacity, output and consumption etc. Made available are the property of Alcumatic A/S. They must not be copied, imparted to a third party or used for any other purpose except for the project for which they were worked out.

15. Cancellation/Alteration

Cancellation or alteration of an order confirmed by Alcumatic A/S can only take place after further agreement and payment of the costs involved.

16. Return

Goods delivered will only be accepted for return after previous agreement

17. Venue

Venue is Sønderborg in all cases.