

Sales and Delivery Terms and Conditions of Dana-Seals A/S

Except where otherwise agreed in writing, Dana-Seals A/S will provide all deliveries under and in accordance with the terms of the following Sales – and Delivery Conditions, regardless of any conflicting or diverging provisions of the placed purchase order or acceptance.

1. Offer and acceptance:

The customer must accept verbal or written quotations and/or the agreement(s) from Dana-Seals A/S no later than 3 months after submittal, unless otherwise stated by Dana-Seals A/S in writing. Such acceptance from customer must be made by email or by other means in writing. Dana-Seals A/S may cancel a previously confirmed order if the customer has an unresolved financial or legal dispute with Dana-Seals A/S, or if outstanding payments from customer are overdue.

2. Performance:

Based on information given to Dana-Seals A/S from customer, Dana-Seals A/S designs and delivers custommade seals to the best ability and knowledge of Dana-Seals A/S. All advice and assistance from Dana-Seals A/S is limited to the general area of expertise of Dana-Seals A/S within the field of PTFE sealing systems.

The product's function and performance is the sole responsibility of the customer. The customer has the obligation and responsibility to request and control the inspection drawing of the part purchased and to ensure that it fits form and functions for the intended application. The customer shall be solely responsible for verifying that the goods are suitable for the desired and intended purposes.

3. Delivery:

Delivery from Dana-Seals A/S is ex works, meaning that the customer bears all risks once the goods have left the premises of Dana-Seals A/S, even if Dana-Seals A/S, according to other written agreements bears the cost of transport. It is the sole responsibility of the customer to arrange insurance or other measures, as required by the customer, covering the risks following shipment from Dana-Seals A/S.

Dana-Seals A/S reserves the right to make partial deliveries and to make over- and under-supply within +/- 10% unless otherwise agreed in writing upon the purchase.

4. Shipping:

Shipping costs are borne by the customer unless otherwise agreed in writing.

5. Price:

Prices are calculated and fixed according to the current price list of Dana-Seals A/S, according to quotation or according to any written agreement.

Dana-Seals A/S reserves the right to change the price, for any given reason, without prior notice at any given time. In the event of a price change, the customer has the right to cancel the order according to section 11, unless otherwise agreed.

All prices are excl. Danish VAT. Prices are given according to quotation or written agreement and are valid only for 3 months.

6. Minimum Price:

Minimum charge for each order line is DKK 750.00 or € 100.

7. Payment:

Payment terms and due date of payment is stated in order confirmations and invoices from Dana-Seals A/S. Payment conditions are according to the agreement listed in the offer, order confirmation, the invoice or any written agreement. Interest rates apply from the due date. Interest rate of 2% per month applies.

8. Delivery times:

Dana-Seals A/S will to the best of its ability meet the required delivery time agreed with the customer. Dana-Seals A/S has the right to change and extend a confirmed delivery time in case of strikes, lockouts, fire, force majeure, delivery delays from Dana-Seals A/S' suppliers, unforeseen delays in manufacturing, or when other obvious reasons speaks for it.

Delivery information as stated in Dana-Seals A/S's quotation is valid at the time of quotation. However, delivery times are subject to change.

9. Warranty and liability:

Dana-Seals A/S shall be liable to the customer for quality and material property compliance and material recommendation, as stated in Dana-Seals A/S' sealing products catalog and the website www.danaseals.dk, for a period of 6 months from delivery of goods to the customer.

Warranty and liability claims must be made in writing within 6 months from delivery.

Dana-Seals A/S shall not be liable for any direct or indirect damages or losses, including loss of profits, loss of time and other economic impacts caused by lack of material compliance or any other product performance default.

Maximum compensation and liability corresponds to, or is equivalent to, the invoiced value of the goods, free redelivery or repair of the delivered goods. Any liability can be claimed only if Dana-Seals A/S is informed no later than 7 (seven) days after the defect has been disclosed or discovered by the customer.

The customer is liable for the use of the Dana-Seals A/S product as described in section 2 on "Performance" above.

10. Complaints:

On the receipt of the order, the customer of the product must inspect the product and give notice to Dana-Seals A/S of incomplete delivery or other evident defects or claim any difference against the inspection drawing within one week from delivery. Within one week after receipt of the goods, the customer must file claims against missing documentation or other contractual misalignment. If these deadlines are not met, the customer's right to file a complaint has lapsed.

11. Cancellations of orders:

A request for cancellation can be accepted by Dana-Seals A/S only upon a written request received at Dana-Seals A/S's no later than 2 working days after the buyer's receipt of a Dana-Seals A/S order confirmation. If Dana-Seals A/S fails to reconfirm the customer's written cancellation within 2 working days later in writing, the cancellation has been accepted by Dana-Seals A/S. Cancellation is subject to the terms as stated below:

A written cancellation request can be accepted by Dana-Seals A/S with the customer's payment of a cancellation fee of 30% of the quotation amount, if cancellation is received prior to 1/3 (one third) of the confirmed delivery time.

A written cancellation request can be accepted by Dana-Seals A/S with the customer's payment of a cancellation fee of 60% of the quotation amount, when received prior to 2/3 (two thirds) of the confirmed delivery time.

When 2/3 (two thirds) of the confirmed delivery time has passed, no cancellation can be accepted by Dana-Seals A/S.

12. Product liability:

To the extent that Dana-Seals A/S incurs liability to third parties, the customer is obliged to keep Dana-Seals A/S indemnified to the same extent as Dana-Seals A/S's liability is limited under the above sales and delivery terms and conditions.

Dana-Seals A/S can never be liable to damage onto the customer's product or onto products or real estate where the customer's products are used.

Dana-Seals A/S shall not be liable for indirect damages and losses such as loss of operation, loss of profits or other consequential economic loss.

If a third party makes a claim against any of the parties for compensation under this section and section 10, this part shall notify the other part. The customer agrees to be summoned by the same court, which deals with compensation claims made against Dana-Seals A/S based on damage allegedly caused by the goods sold.

Dana-Seals A/S is only liable for personal injuries with a compensation level corresponding to the maximum claim according to Danish law. In the event that the Dana-Seals A/S is liable and responsible for damage to real-estate and tangible personal property, the total liability for Dana-Seals A/S per damages can never exceed an amount of DKK 10,000,000,-.

13. Title retention:

Dana-Seals A/S shall retain ownership of the goods delivered until the receipt of all payments arising from the delivery of the goods have been made by the customer. If the customer acts in breach of the contract, in particular in case of delayed payment, Dana-Seals A/S shall be entitled to take back the goods delivered subject to title retention.

14. Venue:

All legal relationships and all disputes between Dana-Seals A/S and the customer shall be settled exclusively under Danish law at the Court of Elsinore (Helsingør), Denmark.