

GENERAL TERMS AND CONDITIONS



Area of application

The terms and conditions below will apply for business made with Jyden (hereafter specified as "the company") unless notified in a written agreement.

Resale

Resale is prohibited without the company's approval.

The offer

The offer is only valid with a signed acceptance by the company.

Terms and conditions of delivery

The company reserves the right to adjust the rates on the invoice if they have changed on the day of delivery. The dates of delivery are temporary. Final delivery dates are confirmed by the company. Delivery is ex works unless stated in written by the company. The buyer has no right to make any claims or to cancel the order due to a late delivery time unless it is stated in written by the company.

Purchase in replacement will not be accepted and demands of compensation for profit loss due to a late delivery will be denied. The company takes no responsibility upon the occurrence of any event of force majeure from acceptance to delivery of the order. Unless stated in written by the company, all prices are excluding freight and packaging.

Mounting

Mounting of the goods is not included unless stated in written by the company. The cost of any mounting is always notified as a net cost. Please refer to our conditions for mounting.

Claims

At the time of delivery, the buyer must make an inspection of the goods to ensure that they are okay. Any claim must be made in written and sent to the company within 8 days of delivery. Claims do not entitle the buyer to detain the payment for deliveries made.

Returning goods

The buyer is only entitled to return goods manufactured as standard products, and only by a written agreement with the company. Any returning goods - concerning new and undamaged goods - must be returned within 30 days from the day of deliver. Returning goods must be resent at buyer's cost. When crediting the goods, an individual assessment will be made prior deducting, however at least 15% will be deducted for packaging and freight cost.

Payment

Unless otherwise agreed by the company in writing, payment shall be made in full within 8 days of the date of invoice (prepayment). If the payment deadline is not respected, 2% per month will be added to the invoice. The company provides no discount unless stated in written by the company. All prices are plus VAT.

Title of ownership

All goods remain the property of the company or to whom the company has assigned its rights until payment is fully paid. Letter of credit is not considered as payment until redemption has taken place.

Guarantee

The company provides 1 year guarantee from the date of invoice for parts of own manufactured products. Regarding trade goods the manufacturers guarantee will apply. The guarantee means that the defective goods, returning at buyer's cost will be replaced with new similar goods. If this is not possible, the price will be credited the buyer. The company shall be under no liability in respect of any loss, earnings, freight cost or other cost due to any replacement of goods.

The guarantee does not cover damage caused by changes made by unskilled personnel as well as damage caused by deviations from general guidelines that are given for operation and maintenance of the equipment.

Liability (products)

The company shall not be liable for personal injury unless it is proved that the injury is caused by error of the company or others that the company is responsible for. The company shall not be liable for damage of property etc. occurring while the goods are in the possession of the buyer. The company shall not be liable for damage of products manufactured by the buyer or to products incorporated such products. Moreover, the company shall be liable for damage of property under the same conditions as for personal injuries. The company is not liable for loss of earnings or other indirect losses.

In case that the company may be liable for products of third parties, the buyer is committed to keep the company at the same point of liability that the company is limited by.

These limitations of the company's liability do not apply if the buyer has been guilty of gross negligence. If third party makes any claims of liability to either buyer or the company, this party shall immediately notify the other party.

The company and the buyer are mutually obliged to let themselves be summoned to the court or arbitration tribunal (in Denmark), dealing with compensation claims that are made against one of them on the basis of damage allegedly caused by the material.