

General Sales and Delivery Conditions

1. Application and Validity

1.1. All deliveries take place according to the following general sales and delivery conditions, unless another written agreement is signed between CUC Engineering A/S (hereinafter referred to as the Seller) and the Buyer. Any deviation from this, as may be specified in the Buyer's order or other similar documents, must be considered as having no effect if no other written agreement is entered into with the Seller.

2. Orders

2.1. An order is only binding for the Seller when the Seller's confirmation is made with the Buyer. If the Buyer has objections to the content of the order confirmation, these must be submitted in writing and received by the Seller within one week after the order confirmation date.

2.2. The Buyer is not entitled to cancel or modify a given order, unless the Seller exceptionally agrees with this in writing. In case of acceptance of cancellation or amendment, the Buyer must replace the Seller's additional costs incurred and losses upon cancellation, equivalent to a minimum amount equal to 10% of the agreed price excl. VAT. In other cases, especially in cases where the Seller does not accept in writing a cancellation or amendment, the Buyer is obliged to ask the Seller whether the order had been duly fulfilled and thus shall pay the Seller the agreed purchase price minus the Seller's saved costs.

3. Prices

3.1. Prices for Products are exclusive of VAT and/or other taxes or duties. Unless otherwise is agreed, the sales are ex-works. Seller reserves the right to adjust prices for non-delivered Products in the event of alterations in rates of exchange, variations in costs of materials, sub-suppliers' price increases, changes in wages (Cf. The Net Price Index of Statistics Denmark, however a minimum 2% annually), government intervention or similar conditions over which Seller has no or limited control.

3.2 Unless otherwise is agreed, tool setup and test run will be charged separately based on time and material. PPAP elements and other documentation are not included in any deliverables.

4. Payment

4.1. Payment must be made according to the Seller's arrangements for payment prescribed. The Seller reserves the right to change terms of payment if the Seller comes into possession of information indicating that the Buyer's solvency is impaired. Any delay of payment, gives the Seller the right to withhold further deliveries and releases the Seller for any other contractual obligation.

Payments after the due date, entails an obligation for the Buyer to pay the Seller 1,5% interest per month.

5. Delivery time

5.1. The delivery time is determined individually, either in the Seller's offer if such delivery time is offered by the Seller or in the Seller's order confirmation. The delivery time is counted from the Seller's confirmation of order, but no earlier than the time the Seller has received any incoming components supplied under contract by the Buyer, and all specifications, including approved drawings showing purposes and dimensions. If these specifications have not received upon the order confirmation, the delivery time is counted from the time the Seller has received these.

6. The scope of delivery

6.1. The Seller is entitled to over-supply or under-supply up to 10% of the quantity ordered, unless otherwise is agreed in writing. Over/under delivery within the stated limits have no cost implications.

7. Quality

7.1. Unless otherwise is agreed, the delivery will be subject to the Seller's standard quality level, which is anchored in the Seller's quality management system. (Certified according to ISO 9001:2015, ISO 14001:2015 and ISO 13485:2016.)

7.2. Specific requirements from the Buyer are only binding in the extent these are confirmed in writing by the Seller.

8. Tools

8.1. Unless otherwise is agreed, tools manufactured or produced for the use of production, all aspects of these shall be regulated according to the Plastics Industry's "Standard condition for injection moulding tools in the plastics industry."

9. Passing of risk

9.1. The Seller's risk for a delivery ceases when the products are handed over to an independent carrier for onward transportation to the Buyer's premises.

10. Force Majeure

10.1. The Seller is not liable for failure to meet its delivery obligations, if the situation is due to circumstances beyond the Seller's control, including failure or delay in delivery from the Seller's supplier or other delivery obstacles, including force majeure. Force majeure includes the following conditions with the Seller or Seller's suppliers: Natural disasters, war, civil disorder (civil unrest), mobilization, lack of supplies of raw materials, lack of transportation, import and export prohibitions, foreign exchange restrictions or labor shortage or any other event which prevents or restricts the usual production time, strikes, lockouts, fire or damage to the Seller's production facilities. In the event of supply barrier, the Seller is covered by this provision; he has the choice to cancel the transaction or any part thereof, or to deliver the products as soon as the impediment to normal delivery has lapsed.

11. Complaints etc.

11.1. The Buyer is obliged to examine the goods immediately upon receipt. Complaints must be made and submitted in writing within 7 days of receipt.

11.2. The Seller assumes in a period of 12 consecutive months after the time the delivery has taken place, to make replacement, credit or repair the deficiencies according to own choice, when deficiencies are found in the delivery, due to design, material or manufacture.

11.3. The remedy action does not include cases where deficiencies are due to the fact that delivery has not been maintained and/or used in full compliance with regulations, improper or inappropriate use, more intensive use than agreed or that could be foreseen upon conclusion of the contract, modifications or technical changes without written consent or extraordinary climatic influences.

11.4. The Buyer must return the defective parts to the Seller. The transmission (shipment) takes place for the Buyer's expense and risk. Costs associated with any sort, assembly and/or removals are not covered by the remedial law.

12. Product liability

12.1. The Seller is not responsible for whether a delivery to the Buyer is suitable or not for the intended purpose. Neither the Seller is responsible for advice to the Buyer in connection with the preparation of drawings or design, unless this is specifically agreed.

12.2. After the risk for delivery is passed to the Buyer, as per section 9, the Seller has no liability for any defects other than the obligations provided in this clause, unless otherwise agreed in writing. The Buyer can never raise, ask for compensation or make the second remedies and damages applicable. The Seller expressly disclaims further responsibility for any indirect loss such as operating loss of profits and other similar objects that deficiencies may have caused to the Buyer.

12.3. To the extent that the Seller incurs liability towards any third party, the Buyer is obligated to indemnify the Seller to the same extent, as the Seller's liability is limited under this provision. These limitations of the Seller's liability don't apply if the Seller has been guilty of gross negligence.

12.4. The Seller is only liable for personal injury if proved that the damage was caused by errors or omissions committed by the Seller or for which the Seller is responsible for.

12.5. Apart from gross negligence, the Seller shall not be held liable for damages to movable or immovable property, nor is the Seller liable for damages to and from products manufactured by the Buyer or to and from products incorporating such products.

13. Place of Jurisdiction etc.

13.1. In case of conflict between the Seller and Buyer, such disputes shall be settled according to Danish law at the District Court in Næstved, or the Maritime and Commercial Court in Copenhagen, depending on the situation.

13.2. The legal terminology is Danish, and in case of doubt the Danish version of the General sales and Delivery Conditions shall prevail.