GENERAL TERMS AND CONDITIONS OF SALE

AS AT 02/2020

I. General
In the event of any inconsistency between these Terms and Conditions of Sale and any other terms and conditions including (but not Aps) to those in your purchase order, these Terms and Conditions of Sale prevail.

The placing of an order (including telephone or electronic orders) with Balluff ApS constitutes an implicit acceptance of these Terms and Conditions of Sale, also available on www.balluff.dk.

II. Prices
All prices quoted by Balluff ApS are based upon manufacturers’ list prices (excluding value added tax) and are subject to change without notice. Unless otherwise stated, prices quoted for a consignment to a single address. Where agreed that call offs or schedule changes are not adhered to by the purchaser, Balluff ApS reserves the right to amend the price structures in accordance with the terms of the quotation without reference to the purchaser.

While every effort has been made to ensure price list accuracy, Balluff ApS is not responsible for any errors or omissions therein.

The price charged is the price applicable on the date of dispatch subject to VAT.

III. Payment
Time of payment is of the essence. All outstanding accounts are payable on demand, however, in any case payable within 30 days from date of invoice, at the latest. Balluff ApS reserves the right to suspend delivery if payment is not received in accordance with the above or in accordance with any alternative arrangement to be agreed in writing between the parties. Further, Balluff ApS reserves the right to withdraw the credit terms stipulated above in this clause and substitute them for cash on delivery. In case of late payment in reference to the due date stated in the invoice, Balluff ApS is entitled to claim interest. The invoice amount will be subject to addition of monthly interest at the rate of 1.5% for every month or part of a month until payment of the amount due.

The purchaser is not entitled to set off any outstanding amounts against invoices from Balluff ApS unless Balluff ApS has given its prior consent in writing.

IV. New Accounts
Customers wishing to open ledger accounts are requested to furnish a banker’s and two trade references.

V. Telephone Orders
Orders are only acceptable by telephone if an official order number is quoted by the purchaser. If a telephone order is confirmed in writing, the purchaser must mark such written order with any confirmation reference given by Balluff ApS when accepting the order by telephone. Balluff ApS assumes no liability for any duplication of delivery that may occur due to orders placed in that manner.

VI. Ownership
1. All goods delivered by Balluff ApS to a purchaser are at the purchaser’s risk from the time of delivery.
2. Ownership of goods will not pass to the purchaser until Balluff ApS has received payment in full of all amounts outstanding for goods delivered by it to the purchaser and all other accounts due or to become due at the time or any time subsequent to the time of delivery.

VII. Delivery
1. All goods delivered by Balluff ApS to a purchaser are at the purchaser’s risk from the time of delivery.
2. Ownership of goods will not pass to the purchaser until Balluff ApS has received payment in full in accordance with any alternative arrangement to be agreed in writing between the parties. Further, Balluff ApS reserves the right to withdraw the credit terms stipulated above in this clause and substitute them for cash on delivery. In case of late payment in reference to the due date stated in the invoice, Balluff ApS is entitled to claim interest. The invoice amount will be subject to addition of monthly interest at the rate of 1.5% for every month or part of a month until payment of the amount due.

The purchaser is not entitled to set off any outstanding amounts against invoices from Balluff ApS unless Balluff ApS has given its prior consent in writing.

VIII. Cancellation
Any cancellation of orders on the part of the purchaser will not be accepted unless notified in writing to Balluff ApS at least 20 working days prior to the date of dispatch. All cancellations will be subject to a cancellation charge calculated as 50% of the price of each individual item.

IX. Inspection
The purchaser shall inspect any goods received from Balluff ApS within 3 days upon receipt. If Balluff ApS has not within 3 days received any written notice of lack of conformity or damage in transit from the purchaser, the purchaser forfeits the right to submit any claim for damages against Balluff ApS, see clause 10 below.

X. Loss and Damage in Transit
In case of any defect or damage to the goods in transit until the agreed place of delivery, see clause 8, Balluff ApS may at its option either (a) replace the purchase or (b) repair the goods sold. The purchaser has no further remedies in case of loss or damage in transit.

The purchaser is, however, only entitled to advance a claim against Balluff ApS in the above situation, provided the damage is proved to have occurred at a time during transit when the goods were at Balluff ApS’s risk.

XI. Defects after Delivery
In case of defects in the goods within the first 12 calendar months from the time of delivery according to clause 7, Balluff ApS will either remedy the defects established; or (2) effect a replacement delivery, if the defects are proved to originate from the period prior to the time of delivery. The purchaser has no further remedies in case of defects after delivery.

However, this does not apply in situations where Balluff ApS has waived liability or where the defects are due to the purchaser’s conduct in full or in part.

If remedy of defects is required, Balluff ApS will reimburse the freight charges for the parts returned to Balluff ApS, and the parts repaired will be delivered to the purchaser, free of charge.

XII. Limitation of Liability
1. Balluff ApS gives no guarantee whatsoever for the goods sold. However, Balluff ApS grants a 12 months’ right of complaint for any hidden defects under clause 11. Accordingly, the purchaser is solely responsible for ensuring that the goods sold comply with the purchaser’s requirements and assumptions for the purchase, and any subsequent defects in the goods are relevant.

2. Nothing in these conditions excludes or limits the liability of Balluff ApS for a person’s death or injury caused by negligence or fraudulent misrepresentation on the part of Balluff ApS.

3. Subject to clause 12.2:
(a) Balluff ApS’s full liability in damages, tort, fraudulent misrepresentation, submission of incorrect or misleading information, restitution or otherwise arising in connection with the performance or contemplated performance of any contract between Balluff ApS and a purchaser is limited to the contract price payable by the purchaser, and
(b) Balluff ApS is not liable to any purchaser for any indirect or consequential loss or damage (e.g. loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (hereinafter referred) or in connection with any contract between Balluff ApS and the purchaser.

XIII. Termination
Without prejudice to any other rights or remedies which the parties may have, Balluff ApS may terminate the contract executed under these Terms and Conditions of Sale with immediate effect without liability to the purchaser on giving notice to the purchaser, provided:

(a) that the purchaser fails to pay any amount due for payment and remains in default for at least 7 days upon receipt of a written demand for payment; or
(b) that the purchaser commits a material breach of any of the provisions of these Terms and Conditions of Sale and (provided such breach is remediable) fails to remedy the breach within 10 working days upon receipt of written notice of the breach; or
(c) that the purchaser is repeatedly in breach of any provisions of these Terms and Conditions of Sale in such a way that may reasonably justify the opinion of anticipated breach; or
(d) that the purchaser enters into liquidation, is subject to insolvency or bankruptcy proceedings, makes an arrangement with its creditors (or other equivalent situations).

Upon termination of such contract, however caused, the purchaser shall immediately pay to Balluff ApS all outstanding invoices, including interest, due for goods or services delivered by Balluff ApS.

XIV. Technical Data and Input Material
Whilst every effort has been made to ensure the accuracy of technical data, Balluff ApS assumes no liability for any loss or damage arising from errors or omissions or by virtue of any data or information provided to it, which turns out to be incorrect.

XV. Intellectual Property
In the relationship between the purchaser and Balluff ApS, all intellectual property rights in goods and services delivered by Balluff ApS remain the sole property of Balluff ApS.

XVI. Force Majeure
Should Balluff ApS be prevented from delivering at the agreed date due to strikes, lockouts, acts of God, war, fire, tempest, flood, accident or damage to goods, or delay in obtaining or inability to obtain due to scarcity of materials or for any other reason beyond Balluff ApS’s control, Balluff ApS may delay delivery until a reasonable time after the event of any such event and for as long as is reasonable for the resumption of normal production or sale; or terminate or change the contract without compensation.

XVII. Governing Law
Any disputes arising out of or in connection with deliveries from Balluff ApS are to be governed by Danish law without regard to any principles of private international law specifying any other choice of law. Further, a jurisdiction agreement is to be executed, according to which all disputes must be brought before the District Court of Aalborg, Denmark.

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