



Sales Conditions

1. General

These terms and conditions of sale apply to all trade between Geck Scandinavia ApS, Middelfartvej 63G, DK 5492 Vissenbjerg, hereinafter referred to as "Geck" and Geck's customer, hereinafter referred to as "the customer".

2. Changes

An agreement regarding any changes to the terms of sale and delivery is valid only if these are approved by both the customer and Geck and then in writing confirmed by Geck.

3. Prices

3.1. VAT and taxes, currency

All prices in price lists, offers, order confirmations and invoices are excl. Danish VAT and other taxes of any kind. All prices are in DKK unless otherwise agreed or otherwise have been generally applicable in trade between the customer and Geck.

3.2. Exchange rates

Geck can promptly and without notice adjust selling prices in addition to devaluation or revaluation of currency used in relation to Geck's supplier or customer.

4. Offer

4.1. Validity

Offers submitted in writing are binding on Geck and valid for 1 month from date of offer. For Geck standard goods, however, reservations are made for intermediate sales. Where an offer indicates a delivery time

without a specific delivery date, Geck may change both selling prices and terms of the offer as a result of cost and salary increases, delays, material shortages, changes in laws, tax changes, and the like.

5. Initial costs

5.1. Tools

Tools are stored at Geck and cannot be delivered for production at the customer or at any other manufacturer, regardless of whether they are fully or partially paid by the customer.

6. Delivery

6.1. Order confirmation

Geck confirms all orders by sending an order confirmation to the customer. Together with the present sales and delivery terms and, if applicable, offers from Geck, the order confirmation is valid for delivery of the order, including content and number of items. The customer must check that this is in accordance with the desired delivery. If this is not the case, the customer must notify Geck, within 2 working days of receiving of the order confirmation, which, after the order has been corrected, will send a new order confirmation.

Geck may deliver the confirmed product, unless it is a manifest error in the order confirmation, unless the product has been started or completed at the time when the customer issues an error or wishes to change an order. The customer may, however, stop production against payment of until such time as direct and indirect production costs incurred in addition to an administration fee in accordance with the applicable price list.

6.2. Delivery time and date

Delivery time is calculated from the customer's order when this can be recognized by Geck. For new items, delivery time is considered from the customer's acceptance of the description, drawing or prototype. Delay of a delivery due to delayed acceptance or change in item by order date does not justify cancellation of the order or dekort (discount) on the order.

The customer must immediately announce in writing for a delay notice, as the customer otherwise loses any claim due to delay. Complaints that have come to Geck within 2 business days from the original delivery date are considered immediately.

In case of exceeded delivery time with more than 4 business days, the customer is entitled to demand Geck, in writing, a delivery and to set a new deadline of at least 8 business days for delivery.

If no delivery has been made within the new deadline, the customer is entitled to terminate the purchase in respect of the delayed delivery by written notice to Geck. In case of delay for only a part of a total delivery, the customer can only cancel the purchase for the delayed part.

6.3. Delivery terms

Denmark: The delivery condition is CIF (in accordance with section 64 of the Purchase Act) agreed delivery address with invoice of actual costs (cost, insurance and freight) for the shipment according to the applicable price list. When the customer collects delivery of goods, the delivery condition is ex works (Incoterms 1990 Ex Works), Kolding / Altena.

6.4. Transport packaging

Where Geck considers that special shipping packaging is required to protect the goods from Geck to agreed delivery address, it is performed at the customer's expense and billed with the delivery. Packaging pallets and pallets, however, are delivered either on request or at no charge upon receipt of equivalent shipping packaging.

6.5. Quantity tolerance

In order production and production of specially developed and customer-specific goods, Geck can under- or overdeliver by +/- 10%.

6.6. Force majeure

Geck shall deliver goods and services to the extent that this is possible under normal circumstances and Geck may only be exempted from the delivery obligation in the event of strike, lock-out, war, prohibition of production, product shortage, stricter government requirements or other force majeure outside Geck's control, which impedes or significantly impairs delivery.

7. Payment

7.1. Payment terms

The payment terms are net cash, calculated from the invoice date.

Partial deliveries of an order will be invoiced upon shipment of these, and payment must be made in accordance with the payment deadline for each invoice.

7.1.1 Payment options:

First time customers / customers without credit agreement:

Bank transfer: Bank information is sent with order confirmation.

MobilePay no.: 60 18 25 37

Public institutions / organizations:

Payment via EAN NR.

Customers with credit agreement:

Invoice payment by appointment.

7.2. Interest on late payments

Billing is usually made on the same day as the delivery has been shipped from Geck. After the last payment date, late payment will be added to the amount due, including interest rate calculated backwards per. Interest rate by 1.5% per Month + fee 50,00 DKK per interest note. Interest note is sent once per month. Geck reserves the right, after notice to the customer, that payment of the due amount after issue of interest rate note will only be used for payment of late payment and then for payment of goods.

7.3. Withholding of payment

If a delivery is not complete or with defects and defects in the goods, the customer can withhold a maximum of 10% of the total invoice value incl. VAT up to 8 days after Geck has corrected the defect or error.

7.4. Property

The ownership of the sold goods will only be transferred to the customer when the full purchase price has been paid.

7.5. Security

Geck may require satisfactory security for the customer's payment of an agreed delivery and / or performance.

8. Lacks and errors (complaint)*8.1. Goods receipt at the customer*

The customer must check that the product is in compliance with the delivery note and check the quality of the product immediately after receiving a delivery.

8.2. Complaint

Any complaints must be submitted to Geck without undue delay after delivery or after found defects and errors.

9. Liability*9.1. Limited liability*

Geck's liability for any relationship, including defects, delay and storage of inventory, is limited to the price paid by the customer for the item. Geck shall never compensate for indirect losses in the form of loss of profits, loss of time, operating losses or other losses.

10. Product rights

10.1. Ownership / copyright

All drawing materials, suggestions, descriptions, prototypes, etc. are Geck's property and may not be used, copied or published without written agreement. Intellectual property rights to a product developed by Geck, including copyrights, know-how, patterns, utility models, and rights that can form the basis of patents, permanently remain Geck's property, and usage rights can only be agreed upon in specific market areas.

11. Product liability

11.1. Personal injury

Geck is solely responsible for damage to the customer or third party in accordance with Law No. 371 of 7 June 1989 on Product Liability, i.e. if it is proved that the damage is due to a defect in the delivered Geck item.

11.2. Property damage

Geck is solely responsible for damage to the customer or third party's property if it is proved that the damage is caused by a defect in the delivered Geck product and that this defect is due to defects or neglect of Geck or Geck's employees.

11.3. Other damage

Geck is not responsible for any damage other than mentioned above.

11.4. Indirect loss

Geck is not responsible for indirect losses in the form of loss of profit, loss of time, operating losses or other losses.

11.5. Recourse

To the extent that Geck is subjected to product liability against third parties, the customer must hold Geck harmless, so that Geck is not stated less than stated above.

12. Disputes and inconsistencies

Unless otherwise agreed, any disputes and discrepancies between the Customer and Geck, based on these Terms and Conditions of Sale or the parties' agreement otherwise or relating to their understanding, shall be governed by Danish law at Geck's venue in Denmark. For supplies abroad, the United Nations Convention on Contracts for International Purchases of 11 April 1980 (GISG) shall not apply to the parties' legal relationship