

ESKO CONDITIONS OF SALE AND TERMS OF DELIVERY

AS AT 1ST OF JULY 2020

1. SCOPE

These conditions of sale and terms of delivery shall apply to all offers, orders and supplies, unless otherwise agreed in writing between the parties. These conditions shall also apply to assembly and service, see clause 9.

2. OFFER

Unless otherwise stated, offers made by Esko A/S are binding for 30 days from the date of the offer. See order acknowledgement in clause 3. If an order is placed after this period, Esko A/S reserves the right to modify the offer. The prices quoted are exclusive of VAT and any other taxes and charges, assembly and packaging, unless otherwise stated in the offer. Esko A/S retains copyright to its drawings and proposals; and these may not be copied or made available to third parties without Esko A/S' consent.

Dealers or distributors are not authorised to modify or make additions to our offer, and Esko A/S accepts no responsibility for such modifications, unless Esko A/S has given written permission thereto.

3. ORDERS

Orders must be acknowledged in writing by Esko A/S before a binding agreement about delivery can be deemed to have been concluded. The order will be supplied subject to price increases resulting from changes to trading terms, public taxes and charges, exchange rates, raw material supplies and similar factors beyond Esko A/S' control. Cancellation of an order is only accepted following agreement and only against payment of Esko A/S' loss. Image material, dimension drawings and any other contents in prospects, catalogues, circulars, etc. are only intended as general guidance and are not binding. Esko A/S reserves the right to make any modifications that are deemed to be technically necessary upon execution of the order. The order shall be manufactured and delivery shall be made in accordance with Danish standards and regulations, unless otherwise agreed and explicitly stated in the order acknowledgement. Dealers or distributors are not authorised to modify or make any additions to any order acknowledgement or contract; and Esko A/S accepts no responsibility herefor, unless Esko A/S has given written permission thereto.

4. TERMS OF DELIVERY

Unless otherwise agreed in writing, the supplies are sold ex-factory (EXW) subject to Incoterms 2010. The time of delivery begins to run on the date of Esko A/S' written order acknowledgement, provided that all technical details and formalities related to execution of the order are available on that date. Where a confirmed, irrevocable letter of credit or other payment guarantee is agreed, these must also be available. Otherwise, the time of delivery begins to run at the time when all such matters have been taken care of. If the buyer does not take delivery of ready-for-delivery supplies on the agreed date, he shall still make all payments related to the supplies as if delivery had been made.

Moreover, Esko A/S shall be entitled to cancel the agreement and claim compensation from the buyer for any financial losses suffered by Esko A/S as a result of the buyer's neglect. If a delivery is delayed due to war, strike, lockout, other force majeure or political conditions, and shortage of sub-supplies, raw materials and supplies beyond the control of Esko A/S or caused by the buyer's acts or omissions, the time of delivery shall be extended accordingly. In such situations, Esko A/S assumes no liability to pay compensation to the buyer. If the buyer does not comply with the agreed provisions on payment of the purchase sum, Esko A/S shall not be obliged to make delivery. No compensation shall be paid for delayed delivery and the buyer shall not be entitled to cancel the transaction because of any such delay. The type of dispatch and packaging of the products shall be chosen at the discretion of Esko A/S and for the buyer's account, unless packaging costs are expressly included in the price. Dispatch of goods shall always be made at the buyer's responsibility and risk, also in case of carriage paid, and the buyer shall be responsible for ensuring that the necessary transport insurance has been taken out, unless otherwise explicitly agreed.

5. TERMS OF PAYMENT

Unless otherwise agreed, payment shall be secured by means of a bank guarantee or by an irrevocable letter of credit, and the choice between the two shall rest with Esko A/S. Terms of payment are net 20 days from delivery of the product. The Buyer shall not be entitled to withhold payment because of any counter-claims not recognised by Esko A/S. If payment is made later than the agreed date of payment, interest shall be added; the current interest rate is 1.5% per month of the amount owed at the beginning of each month.

Maskinfabrikken
esko



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Maskinfabrikken Esko produces customized components and machine parts and carries out assembly, repair and service on installations within a wide range of industries. We have a wide range of modern machinery available so we can perform most processes in-house. Moreover, we have a handful of preferred subcontractors who comply with the same strict quality standards that we also meet. With 15 different processing centres and 25 employees working in two shifts, we have both capacity and significant flexibility to handle urgent tasks.

Where prepayment for orders are agreed, such prepayments must be made in time for the work to be commenced and completed within the agreed time of delivery. Payments shall be made directly to Esko A/S, Lyngvej, 9000 Aalborg, Denmark.

6. PROPERTY RIGHT

Esko A/S shall retain property in the delivered products until the full purchase sum has been paid or the agreement on trade is fulfilled. The buyer shall be obliged to insure the order at its full replacement value from the date of delivery until payment has been made in full.

7. RESPONSIBILITY FOR DEFECTS

Esko A/S provides remedial action for all supplies for a period of 12 consecutive months from the date of delivery, provided correct use has been made. The buyer shall be obliged to respect and recognise Esko A/S' right of remedial action. The right of remedial action includes remedy of defects due to construction or production or defects caused by material. The remedy does not cover situations where defects are caused by insufficient maintenance of the supplies and failure to use the supplies in full compliance with the instructions given, or if remedy is made by others than workshops approved by Esko A/S, or in case of incorrect or inappropriate use, modifications or technical measures made without prior consent from Esko A/S in writing, extraordinary influences, or if unoriginal spare parts or accessories are used. The same shall apply to damage to products supplied by the buyer or a construction requested by the buyer. The right of remedial action does not cover working parts or consumables. If the buyer wishes to make a complaint for deficiencies, the complaint shall be made without undue delay after the deficiency is ascertained or should be ascertained. Defect parts that are replaced shall be made available to Esko A/S. Unless otherwise agreed, disassembly, transport and assembly of deficient, repaired and replaced material shall be paid by the buyer and at his risk as well as consequential damage in connection with replacement of the product are not covered. The right of remedial action in respect of the delivery shall lapse in case of change of ownership. Parts of the supplies, which are not produced by Esko A/S, shall be compensated to the same extent Esko A/S is compensated by the sub-supplier.

8. LIABILITY FOR DAMAGE OR INJURY CAUSED BY SUPPLIES (PRODUCT LIABILITY)

Esko A/S shall be liable for injury caused by a product produced by Esko A/S if it is proved that such injury is caused by fault or neglect attributable to Esko A/S or any other party for whom Esko A/S is responsible, unless the product was in optimum condition when it was produced. However, Esko A/S shall not be liable for damage to real property or chattels,

where these occur while the supplies are in the buyer's; and to products manufactured by the buyer or to products of which these form part. This shall also apply to damage occurring in connection with the events stated in clause 4.

Esko A/S shall not be liable for operating loss, loss of profit, loss of earnings or any other indirect loss. Product liability shall not apply after six months after the damage occurred or in regard to damage caused more than five years from the date of delivery. To the extent Esko A/S is held liable towards third parties in the form of product liability, the buyer shall indemnify Esko A/S to the same extent as Esko A/S has restricted its liability above.

9. ASSEMBLY AND SERVICE

All payments related to supplies are exclusive of assembly, unless otherwise agreed. Assembly work may be performed by Esko A/S' fitters in compliance with the relevant conditions for assembly. Placement of parts and assembly of these shall be made at the buyer's risk, why the buyer shall always ensure that necessary permissions and approvals from the building authorities and the factory inspection authority or any other relevant authorities are obtained. The buyer shall be responsible for obtaining such permissions and approvals. Any costs for construction works, including modifications and reinforcements that may prove to be necessary before or after delivery and assembly of the product shall be borne by the buyer.

Prices for services are quoted according to the best of judgment on the basis of available information and are intended as estimated prices, unless otherwise agreed in writing. For Esko A/S to perform timely services it is a precondition that the buyer ensures free and unrestricted access to the site. Esko A/S' liability for defects covers, in connection with assembly and service, only spareparts supplied by Esko A/S and/or repairs, modifications, etc. made by Esko A/S.

10. SPECIAL CONDITIONS

Where the above provisions are not exhaustive, Esko A/S shall refer to General Conditions NL92. In case of disagreement between NL92 and these Conditions of Sale and Terms of Delivery, these Conditions of Sale and Terms of Delivery shall prevail.

11. VENUE CLAUSE

Any dispute between the parties, arising out of or in connection with this agreement, shall be decided by the Court of Aalborg according to the rules on arbitration of the court and Danish law.