

Hanegal salgs- og leveringsbetingelser

1. Generel

- 1.1 Nedenstående salgs- og leveringsbetingelser er gældende for ethvert salg fra Hanegal, medmindre andet fremgår af en særskilt skriftlig aftale, som udtrykkeligt er accepteret af Hanegal, herefter kaldet "Selskabet".
- 1.2 Tilføjelser og ændringer, f.eks. via kundens eventuelle købsbetingelser, antages ikke.
- 1.3 Selskabets angivelser af priser, mængder, kvaliteter og leveringstider er uforbindende for Selskabet.
- 1.4 Tilbud fra Selskabet foreligger alene, såfremt dette fremgår af en særskilt skrivelse benævnt "Tilbud".
- 1.5 Eventuelle tilbud fra Selskabet kan frit tilbagekaldes, indtil kundens accept er kommet frem til Selskabet, idet eventuelle tilbud under alle omstændigheder bortfalder efter udløbet af den angivne acceptfrist eller, i mangel af en sådan, efter udløbet af en efter brancheforholdene rimelig acceptfrist.
- 1.6 En eller flere bestemmelsers ugyldighed påvirker ikke gyldigheden af de øvrige salgs- og leveringsbetingelser.
- 1.7 Nærværende salgs- og leveringsbetingelser gælder fra 1. april 2022. Samtidig annulleres alle tidligere salgs- og leveringsbetingelser.

2. Betaling

- 2.1 Selskabet tilgodehavende er forfaldent til betaling ved udstedelse af faktura.
- 2.2 Sidste rettidige betalingsdag fremgår af fakturaens forside, og manglende rettidig betaling medfører pligt til at betale morarenter med Den Danske Nationalbanks diskonto + 5% fra forfaldsdagen.
- 2.3 Betaling er alene rettidig, såfremt fakturbeløbet er Selskabet i hænde inden fristens udløb, idet det for så vidt angår bank- og girooverførelser er afgørende, om beløbet er krediteret Selskabets konto.
- 2.4 Samtlige omkostninger ved betaling eller overførelse af pengebeløb afholdes af kunden.
- 2.5 Alle priser er nettopriser, hvortil lægges aktuel moms samt skatter og afgifter.
- 2.6 Ejendomsretten til varer forbliver hos Selskabet, indtil betaling har fundet sted, i det omfang lovgivningen giver mulighed herfor.
- 2.7 Selskabet kan til enhver tid modregne eventuelle krav fra kundens side mod Hanegal A/S i Selskabets tilgodehavende mod kunden.
- 2.8 Kunden kan ikke kræve forholdsmæssigt afslag i købesummen, foretage modregning eller udøve tilbageholdsrret, medmindre der er tale om et retskraftigt fastslået eller ubestridt modkrav.

3. Levering

- 3.1 Levering finder sted som angivet på fakturaens forside i henhold til nyeste Incoterms. Er andet ikke aftalt, sker levering "ex works".
- 3.2 Såfremt kunden ikke rettidigt aftager varen, har Selskabet valget mellem at hæve eller fastholde afbalen, og Selskabet kan afhente eller bortskaffe varen for kundens regning og risiko samt kræve skadeserstatning.

4. Forsikelse

- 4.1 Overskrivelse af opgavne leveringstider med en uge og derunder betragtes ikke som forsikelse.
- 4.2 Kunden kan alene påberåbe sig forsikelse indtil meddelelse, om at varen, for så vidt angår levering "ex works", er klar til afhentning og, for så vidt angår levering "cif", er overgivet til fragtfører, er kommet frem til kunden.
- 4.3 Kunden har under ingen omstændigheder ret til skadeserstatning, hverken for direkte eller indirekte tab, i anledning af forsikelser.

5. Mangler

- 5.1 Mængder og stykantal, hvad enten disse er angivet mundtligt eller skriftligt, er "cirka"-angivelser, således at afvigelser på 10% og derunder i forhold til sådanne angivelser ikke medfører, at leverancen betragtes som mangelfuld.
- 5.2 Kunden skal straks efter levering underkaste varen en grundig undersøgelse.
- 5.3 Reklamation skal ske både mundtligt og skriftligt til Selskabet straks efter, at manglen er eller burde have været opdaget. Manglende rettidig reklamation medfører, at kunden fortaber samtlige sine misligholdelsesbeføjelser, idet artikel 40 i CISG ikke finder anvendelse.
- 5.4 Selskabet påtager sig alene og efter eget valg at foretage efter- eller omlevering inden for en rimelig frist.
- 5.5 Kunden er – såfremt Selskabet benytter sig af sin ret efter pkt. 5.4 - således ikke berettiget til at hæve købet eller kræve skadeserstatning, hverken for direkte eller indirekte tab, i anledning af mangler ved varen.
- 5.6 Ved påståede transportskader tilkaldes alene Selskabet eller Selskabets agent surveyor til besigtigelse af skaden.
- 5.7 Kunden er uberettiget til at modregne eventuelle krav i anledning af påstået transportskade i købesummen. Selskabet er alene forpligtet til at godtgøre kunden eventuelle krav i anledning af transportskade, når det er konstateret, at den af Selskabet tegnede transportforsikring dækker skaden.
- 5.8 Kunden bærer omkostninger til surveyor, medmindre det i medfør af punkt 5.7 konstateres, at kunden har krav på godtgørelse.

6. Produktansvar

- 6.1 Selskabet er ansvarlig for personskade i henhold til Produktansvarsloven.
- 6.2 Selskabet er ikke ansvarlig for drifts-, tids- og avancetab eller andet indirekte tab. Selskabet er i intet tilfælde, efter at varen er leveret, ansvarlig for skade på løsøre eller fast ejendom. Selskabet er endvidere ikke ansvarlig for tab som følge af omkostninger forbundet med hjemtagelse, genfremsstilling, omlevering, tilintetgørelse, bortfjernelse eller for at træffe tilsvarende foranstaltninger med hensyn til det defekte produkt.
- 6.3 Selskabets ansvar for erhvervstingskade kan ikke overstige 2 millioner kr.
- 6.4 Såfremt Selskabet måtte blive pålagt ansvar i forhold til tredjemand, kan selskabet gøre regres mod kunden, med mindre denne påviser, at Selskabet i medfør af ovenstående bestemmelser skal bære det endelige tab.
- 6.5 Kunden er forpligtet til at lade sig sagsøge ved den domstol, som behandler det erstatningskrav, som måtte være rejst mod Selskabet på grundlag af en skade, som påstås forårsaget af varen.

7. Force majeure

- 7.1 Selskabet hæfter ikke for manglende opfyldelse af dets forpligtelser som skyldes force majeure, herunder krig, optøjer, borgerlige uroligheder, regeringsindgreb eller indgreb fra lokale myndigheder, strejke, blokade eller lockout, eksport eller importforbud, naturkatastrofer eller dårlige vejrforhold, brand, mangel på arbejdskraft eller energiforsyning eller nogen årsag i øvrigt, som ligger uden for Selskabets kontrol, og som er egnet til at hindre Selskabet i opfyldelsen.
- 7.2 Ovennævnte force majeure klausul er gældende, hvad enten opfyldeshindringerne rammer Selskabet selv eller en af Selskabet valgt underleverandør eller transportør.
- 7.3 Såfremt rettidig eller mangelfri levering hindres midlertidigt ved en eller flere af ovennævnte omstændigheder, udskydes leveringstiden i et tidsrum svarende til hindringens varighed, idet hver af parterne dog er berettiget til skriftligt at annullere aftalen, såfremt hindringen måtte antages at vedvare ud over tre uger fra den fastsatte leveringstid.

8. Reklamationsfrister

- 8.1 Ud over de ovennævnte reklamationsfrister gælder, at alle krav for at bevare deres gyldighed skal være fremsat mod Selskabet senest 6 måneder efter den fastsatte leveringstid.

9. Lovvalg og værneting

- 9.1 Retten i Haderslev, henholdsvis Vestre Landsret i Viborg, Danmark, er rette værneting vedrørende ethvert mellemværende opstået i anledning af salg fra Selskabet, idet Selskabet dog er berettiget til at sagsøge kunden ved dennes hjemting.
- 9.2 Enhver tvist afgøres efter dansk ret, herunder efter den internationale købelov (United Nations Convention on Contracts for the International Sale of Goods).

Terms of Sale and Delivery by Hanegal

1. General

- 1.1 The present Terms of Sale and Delivery shall apply to all sales by Hanegal, unless otherwise agreed by a separate written agreement that has been expressly accepted, hereinafter referred to as "the Company".
- 1.2 No amendment or variation hereto shall be accepted, whether contained in the customer's terms of purchase or otherwise communicated.
- 1.3 The Company's specifications of prices, volumes, qualities and delivery times shall not be binding on the Company.
- 1.4 Only quotations set out in separate letters designated Quotation shall be considered to be offers to sell made by the Company.
- 1.5 The Company shall be entitled to revoke any quotations until such time as the customer's acceptance is received by the Company. Notwithstanding the above, all offers shall lapse upon the expiry of the time stipulated for acceptance, or in the absence of such term of acceptance, upon the expiry of a term of acceptance considered to be reasonable by the standards of the industry.
- 1.6 In the event that one or more of the provisions contained herein are held to be invalid, this shall not have any effect upon the validity of the remaining terms of sale and delivery.
- 1.7 The present Terms of Sale and Delivery shall be valid from 1 May 2022. As from that date, all previous terms of sale and delivery shall be revoked.

2. Payment

- 2.1 Any outstanding balance owing to the Company shall become payable upon the issue of an invoice.
- 2.2 The due date shall appear from the first page of the invoice. In the event that the customer fails to effect payment in due time, the Company shall be entitled to charge interest at the official rate of Denmark's Nationalbank (Central Bank of Denmark) with an addition of 5 per cent as from the due date.
- 2.3 Payment shall only be considered to have been effected in due time if the invoice amount is received by the Company by the due date. With regard to bank and giro transfers, payment shall be considered to have been effected when the amount is credited to the Company's account.
- 2.4 All costs incidental to the payment or transfer of monies shall be borne by the customer.
- 2.5 All prices shall be net prices, to which shall be added all applicable VAT, taxes and duties.
- 2.6 The Company shall, to the extent permitted by the legislation in force from time to time, retain the title in the goods until such time as payment is effected.
- 2.7 The Company shall be entitled to set off any claims made by the customer against Hanegal A/S against the customer's outstanding balance.
- 2.8 The customer shall not be entitled to demand a pro rata reduction in the purchase price, set off counterclaims and exercise a right of retention, except in cases where such claim has been held by a court of law to be enforceable, or where such claim is a counterclaim uncontested by the Company.

3. Delivery

- 3.1 Delivery shall take place as stated on the first page of the invoice in accordance with the Incoterms applicable from time to time. Unless otherwise agreed, delivery shall be ex works.
- 3.2 In the event that the customer fails to collect the goods within the time stipulated, the Company shall be entitled to either cancel or maintain the agreement, and the Company shall furthermore be entitled to collect or arrange for the disposal of the goods for the customer's account and at the customer's risk as well as to claim damages.
- 3.3 **Delay**
- 4.1 In the event that the delivery times stated are exceeded by up to one week this shall not constitute a delay.
- 4.2 The customer shall only be entitled to complain of a delay until such time as the customer receives notification that the goods are ready for collection, where delivery is to take place on ex works terms, or until such time as the goods are handed over to a carrier, where delivery is to take place on cif terms.
- 4.3 Under no circumstances shall the customer be entitled to claim damages, neither damages for direct losses nor damages for indirect losses, as a result of delays.

5. Defects and non-compliance

- 5.1 Volumes and numbers of items, whether stated verbally or in writing, shall be approximate figures. Thus, deviations of 10 per cent or less in relation to such figures shall not result in a delivery being regarded as non-compliant.
- 5.2 Immediately upon delivery, the customer shall carry out a thorough inspection of the goods.
- 5.3 Any complaints shall be submitted by the customer in writing as well as verbally to the Company immediately after the observation of any defect or instance of non-compliance or immediately after the time when such defect or instance of non-compliance should have been observed. Failure on the part of the customer to complain in due time shall result in the customer forfeiting all remedies for breach, application of article 40 of the United Nations Convention on Contracts for the International Sale of Goods being expressly excluded.
- 5.4 The Company may, at its own discretion, elect to replenish or replace such goods, such delivery being effected within a reasonable time.
- 5.5 In the event that the Company chooses to exercise its right pursuant to Clause 5.4, the customer shall be precluded from cancelling the order as well as from claiming damages, neither damages for direct losses nor damages for indirect losses, as a result of defects in or the non-compliance of the goods.
- 5.6 In the event of a claim being made to the effect that the goods have been damaged in transit, only the Company or the Company's agent shall be entitled to call in a surveyor to assess the damage.
- 5.7 The customer shall not be entitled to set off any claims against the purchase price as a result of the goods having been damaged in transit. The Company shall only be obliged to honour any claims relating to goods having been damaged in transit when or if it is ascertained that the Company's transport insurance covers such damage.
- 5.8 The customer shall bear the costs incidental to such survey, unless the customer is entitled to claim reimbursement under Clause 5.7.

6. Product liability

- 6.1 The Company shall only be liable for personal injury caused by the goods if it can be documented that such injury is attributable to error or negligence on the part of the Company.
- 6.2 Thus, the Company shall not be liable for any operating loss, loss of time or profit or any other indirect losses. The Company shall under no circumstances be liable for damage to chattels or property occurring after the delivery of the goods to the customer. Nor shall the Company be liable for any losses pertaining to costs incidental to the delivery, reproduction, replacement delivery, destruction or removal of the defective product or the making of similar arrangements for such product.
- 6.3 The Company's liability to pay compensation for personal injury shall not exceed DKK 5,000,000 per injury.
- 6.4 In the event that the Company incurs third-party liability, the Company shall have a right of recourse against the customer, unless the customer is able to prove that the Company is liable for such losses pursuant to the above provisions.
- 6.5 The customer shall be obliged to have an action brought against him before the court hearing a claim for damages which has been brought against the Company on the basis of any injury claimed to be caused by the goods.

7. Force majeure

- 7.1 The Company shall not be liable for the non-performance of its obligations, if such non-performance is due to force majeure, including war, riots, civil unrest, government intervention or local authority intervention, strikes, lockouts, export or import restrictions, natural disasters or bad weather conditions, fire, shortage of labour or energy supply or any other circumstances which are beyond the control of the Company and which may prevent the Company from fulfilling its obligations.
- 7.2 The force majeure clause above shall apply regardless of whether such circumstances affect the Company or a sub-supplier or carrier chosen by the Company.
- 7.3 In the event that the Company is temporarily unable to make delivery in due time or free of defects due to one or more of the above-mentioned circumstances, the delivery time shall be postponed for a period of time corresponding to the duration of the force majeure situation. However, each party shall be entitled to cancel the agreement in writing, in the event that the force majeure situation is expected to exceed three weeks as from the delivery time.

8. Deadline for submission of complaints

- 8.1 In addition to the above-mentioned deadlines for the submission of complaints, only claims made within six weeks against the Company shall be valid.

9. Governing law and venue

- 9.1 The Court in Haderslev, Denmark, and the Western Division of the Danish High Court (Vestre Landsret) in Viborg, Denmark, shall have jurisdiction with regard to any disputes pertaining to the Company's sale of goods, however, the Company shall be entitled to bring an action against the customer at the venue of the customer.
- 9.2 Any dispute shall be governed by Danish law, including the United Nations Convention on Contracts for the International Sale of Goods.