

Sales and Delivery Terms

Supplementary terms

September 2009

The following corrections and supplementary conditions shall apply to all deliveries, irrespective of place of delivery, from PMC Hydraulics A/S according to NL 92 (General terms of deliveries of machines and other mechanical, electric and electronic equipment between Denmark, Finland, Norway and Sweden as well as within the boundaries of these countries):

1. Quotations Quotations and prices (see Paragraph 2) are subject to the goods being unsold and shall remain open for 1 month.

2. Prices The prices quoted are exclusive of VAT and packaging. PMC Hydraulics A/S reserves the right to alter the quoted prices if prices of raw materials from time of quote until time of delivery have fluctuated more than +/- 3% and fluctuation of exchange rates between the manufacturer's currency and DKK is larger than +/- 3%.

3. Delivery Ex works (INCOTERMS 2000) PMC Hydraulics A/S' address.

4. Delivery time The stated delivery times are in principle directional. However, PMC Hydraulics A/S shall endeavour to deliver on time and to inform the customer immediately about any delay. The delivery time shall be counted from the day where the final order and information necessary for fulfilling the agreement have been received by PMC Hydraulics A/S.

5. Payment Unless another written agreement has been made, the total invoice amount shall be due for payment 30 days from the invoice date. Minor errors and defects as well as short delays in delivery shall not entitle the customer to withhold any portion of the invoice amount.

 In case of payment after due date, interest in accordance with Late Payment of Commercial Debts (Interest) Act, Section 5 (1) and a reminder fee of DKK 100 per reminder will be incurred.

6. Complaints / Remedy of defects Remedy of defects shall take place in conformity with NL92 on condition, however, that the customer pays the incurred transport and travelling costs as well as expenses for dismounting and mounting. Beyond this PMC Hydraulics A/S shall not be liable to take any responsibility as to defects.

 PMC Hydraulics A/S' liability to remedy defects etc. according to this item and NL 92 shall be suspended in the event that the customer has not effected payment of the amounts due or in other respects has failed to fulfil the agreement.

7. Return of goods The customer shall only be entitled to return goods subject to written agreement with PMC Hydraulics A/S.

8. Venue and Applicable Law Any dispute between PMC Hydraulics A/S and the customer shall be settled in accordance with Danish law, and the venue shall be the Maritime and Commercial Court in Copenhagen.

Salgs- og leveringsbetingelser

Supplerende aftalevilkår

September 2009

Med nedennævnte rettelser og tilføjelser finder NL 92 (Almindelige leveringsbetingelser for leverancer af maskiner og andet mekanisk, elektrisk og elektronisk udstyr mellem Danmark, Finland, Norge og Sverige, samt inden for disse lande) anvendelse på alle leverancer fra PMC Hydraulics A/S (uanset leveringssted) med følgende rettelser og tilføjelser:

- 1. Tilbud** Tilbud og priser (se punkt 2) afgives med forbehold for mellemsalg og er gældende i 1 måned.
- 2. Priser** Priser anført i tilbud er angivet eksklusive moms og emballage. PMC Hydraulics A/S tager endvidere forbehold om at ændre de i tilbuddet anførte priser, hvis der i tiden mellem tilbudsafgivelse og levering sker udsving større end +/- 3 % i råvarepriser og ved valutakursudsving større end +/- 3 % mellem producentens valuta og DKK.
- 3. Levering** Levering sker "ex works" (INCOTERMS 2000) PMC Hydraulics A/S' adresse.
- 4. Leveringstid** Opgivne leveringstider er som udgangspunkt vejledende. PMC Hydraulics A/S bestræber sig dog på at overholde alle leveringsfrister og til omgående at underrette kunden om enhver forsinkelse. Leveringstiden regnes fra den dag, hvor endelig ordre er modtaget hos PMC Hydraulics A/S, og samtlige oplysninger, der er nødvendige for leverancens gennemførelse, er kommet i PMC Hydraulics A/S' besiddelse.
- 5. Betaling** Medmindre andet er skriftligt aftalt, er hele fakturabeløbet forfaldent til betaling 30 dage fra fakturadato. Mindre fejl og mangler samt mindre leveringsforsinkelser berettiger ikke til tilbageholdelse af nogen del af betalingen. Ved betaling efter forfaldsdato beregnes renter i henhold til rentelovens § 5, stk. 1, og rykkergebyr på DKK 100 pr. rykker.
- 6. Reklamation / Afhjælpning af mangler** Mangler afhjælpes i henhold til NL 92, dog med det forbehold, at de med afhjælpningen opståede transport-, rejse- og opholdsudgifter, såvel som udgifter til demontering og montering, afholdes af kunden. PMC Hydraulics A/S påtager sig ikke herudover noget mangelansvar. PMC Hydraulics A/S' forpligtelser til at foretage afhjælpning af mangler m.v. i henhold til dette punkt og NL 92 suspenderes ved manglende betaling eller anden misligholdelse fra kundens side.
- 7. Returnering** Varer modtages kun retur efter forudgående skriftlig aftale.
- 8. Tvister** Enhver tvist mellem PMC Hydraulics A/S og kunden om forståelse og fortolkning af aftaler skal afgøres efter dansk ret og indbringes for Københavns Byret som værneting i første instans.