



PLASTIC – TOOLS – SOURCING

A Tech Supply ApS

Messingvej 54 A

8940 Randers SV

CVR: 41547863

Tel.: +45 31 44 82 65

Spar Nord: 8122 1220240122

Sales and delivery conditions

Unless otherwise agreed in writing, A Tech Supply ApS undertakes all deliveries, such including products, counselling or services, hence forth mentioned as “the order”, subject to the following conditions, irrespective of any contradictory or other provisions in orders or order confirmations from the purchaser.

1. Quotations and acceptance:

Verbal and written quotations from A Tech Supply ApS are valid for a period of 8 days from the date of submission, unless otherwise stated on the quotation. A Tech Supply ApS may cancel a confirmed order if the purchaser has outstanding debts with A Tech Supply ApS.

2. A Tech Supply ApS ' services:

A Tech Supply ApS reserves the right to make sub-deliveries and to make over- and under-deliveries of +/-10% unless otherwise agreed at the time of purchase.

3. Delivery:

Deliveries are made ex factory and the purchaser therefore bears all subsequent risk of accidental damage to the goods. This applies irrespective of whether A Tech Supply ApS is responsible under the agreement for the cost of transporting the goods. The purchaser is responsible for taking out any insurance to provide cover against damage of the goods after delivery.

4. Price:

Current list price. A Tech Supply ApS reserves the right to alter prices for any reason and without prior notice. All prices exclude VAT.

5. Payment:

As specified on the quotation, order confirmation and invoice. After the due date for payment, interest will be charged as specified on the

quotation, order confirmation or invoice, as well as a VAT free charge amounting to DKK 100,- / reminder.

6. Handling fee:

A Tech Supply ApS charges a handling fee for small deliveries.

7. Packaging:

A Tech Supply ApS does not accept returned packaging.

8. Delivery times:

Where possible, deliveries are made in accordance with the purchaser's wishes. A Tech Supply ApS does not undertake to meet precisely quoted delivery times. Delivery times are subject to the condition that no strike, lockout, fire or other force majeure prevents delivery at the agreed time and that the delivery is also not hindered by a delay in essential deliveries during manufacture. In the event of delay, the purchaser may not invoke any authority due to breach of contract. The purchaser is for example therefore not entitled to cancel a purchase or claim compensation or a proportional discount on the purchase sum.

9. Deficiencies:

If the goods are defective due to a material or manufacturing fault or negligence on the part of A Tech Supply ApS, including negligence relating to advice regarding material selection, blank design and production form, A Tech Supply ApS will pay compensation for a period of 12 months after delivery corresponding to the invoiced price of the goods or free of charge deliver identical goods or part thereof or repair the goods or part thereof as decided by A Tech Supply ApS. A Tech Supply is not responsible for any indirect losses / costs like (but not limited to) missing earnings, sorting costs, other expands like time for sorting or claim handling.

10. Claims:

The purchaser is obliged to carry out a thorough investigation no later



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than on receipt to determine whether the goods are in accordance with the contract. Any claims concerning goods must be made immediately and no later than 8 days after receipt of the goods. If a claim is submitted after this deadline, the purchaser may not hold A Tech Supply ApS liable for the deficiency. Goods may only be returned by prior agreement and within one month after the return agreement is reached.

11. Cancellation of orders:

The purchaser must notify A Tech Supply ApS in writing of its wish to cancel an order. A cancellation will only be accepted once A Tech Supply ApS has accepted it in writing. Orders concerning goods, which A Tech Supply ApS does not normally hold in stock, may not be cancelled unless A Tech Supply ApS' supplier agrees to the cancellation.

12. Product liability:

A Tech Supply ApS may only be held liable for personal injury if it is proven that the injury is due to an error or omission on the part of A Tech Supply ApS or other party for which A Tech Supply ApS is responsible. Under no circumstances may compensation for personal injury exceed the maximum compensation payable in accordance with current Danish law.

A Tech Supply ApS may not be held liable for any damage to real property or movables, which occurs whilst the sales object, is in the possession of the purchaser. A Tech Supply ApS may also not be held liable for damage to products, which have been manufactured by the purchaser, or to products in which such products are used. In other respects, A Tech Supply ApS may be held liable for damage to real property or movables subject to the same conditions as for personal injury. Under no circumstances may A Tech Supply ApS' total liability for each loss exceed DKK 1,000,000 including interest and costs. A Tech Supply ApS may not be held liable for

indirect damage or losses such as operating losses, commission losses and other consequential financial losses. To the extent that product liability with respect to a third party is invoked against A Tech Supply ApS, the purchaser is obliged to indemnify A Tech Supply ApS to the same extent that A Tech Supply ApS' liability is limited by the present sales and delivery conditions. If a third party submits a claim for compensation against one of the parties under this point, this party must immediately inform the other party. A Tech Supply ApS and the purchaser are mutually obliged to agree to take legal action through the court, which is handling a claim for compensation brought against one of them on the basis of a loss, which is alleged to have been caused by the sales object. A Tech Supply is not responsible for any indirect losses / costs like (but not limited to) missing earnings, sorting costs, other expenses like time for sorting or claim handling.

13. Ownership:

Ownership of the sales object shall remain with A Tech Supply ApS until the entire purchase sum, including interest, costs, etc., have been paid in full.

14. Legal venue:

Any disputes between the parties shall be resolved in accordance with Danish law by the Court in Randers or the Western High Court, depending on the value of the sales object.