



Conditions of Sales & Delivery

Machine delivery and installation

For delivery and installation of machines and other mechanical, electrical and electronic equipment in Denmark, Finland, Norway and Sweden the 'General Terms NLM94', published by 'Hovedorganisationen Dansk Industri', 'Metalliteollisuuden Keskusliitto-Metalindustriens Centralförbund r.y.' Finland, 'Teknologibedriftens Landsforening' Norge, samt 'Verkstadsindustrier' Sverige, are in force.

For other sales, the general sales- and delivery terms mentioned below are in force.

General

Following sales- and delivery-conditions are in force, unless they are departed from in writing between both parties. Any reservation, which is amended to the document or in other way proposed, is only valid with written acceptance from Toico A/S (Ltd)

Quatations

Toico A/S' written quotation is subject to confirmation. The quoted price is normally without VAT provided that nothing else is mentioned.

Prices

Toico A/S reserves the right to increase the prices until a quote is made, or an acceptance of buyers order is available. The prices quoted are without VAT. The given specifications in Toico A/S' catalogues, folders, drawings, web-sites or pricelists, technical data and prices are without obligation. Toico A/S reserves the right to changes without previous notice.

Orders

An agreement is first reached, when the order is confirmed by Toico A/S in writing.

Terms of delivery

Ex works Toico A/S according to Incoterms 2000

Time of delivery

The stated time of delivery is based on an estimate and is not binding. Toico A/S will, in the interest of both parts, make an effort to keep the stated time of delivery.



Terms of payment

If no other agreement has been made such as quotation, confirmation of order or invoice, payment is in cash. If the amount due is not paid on time, the interest on overdue payments is the bank rate plus 5%. Meanwhile Toico A/S reserves the right to make an immediate stop for further deliveries and cancel orders that are not yet delivered.

Returns

Return of goods can only happen with prior agreement in writing. Goods requested to be returned, should be normal standard stock goods and in original packing. Freight and shipment is at buyers own expense and risk.

Return fee

Returned goods in unopened packing and undamaged condition will be charged with a fee of 15% of the invoice price. However, no less than DKR 250,00.

Conditional sale

At credit sales Toico A/S reserves the ownership right for the delivered until full payment has been received. Buyer should keep the delivered goods separated from other goods as far as possible, and keep the Toico A/S marking and make it clearly visible on the goods until this time.

Defects and deficiencies

If goods indicate defects up to 12 months after delivery, the defective goods will, after Toico A/S' choice, either be exchanged or repaired at Toico A/S' workshop or locally, provided that information about such defects are notified in writing to Toico A/S immediately after the establishment of such. Toico A/S has no obligation to compensate buyers operating loss, profit loss or any other direct or indirect loss. Defects that are due to wrong use or installation in environments that the product is not specified for, missing or poor maintenance or wear and tear is Toico A/S irrelevant.

Defects only justify buyer to cancel agreements concerning same type of goods and this only if the defect is considerable and of general nature.

All information about dimensions, weight, capacity, web-sites and other data, which are stated in catalogues, leaflets, advertisements, price lists or the like, are only intended as a guide. Such information is only binding in the extent the agreement expressly refers to this. Return of defective goods to Toico A/S can only happen with a prior agreement in writing.

Freight and shipment is at buyers own expense and risk.

Product liability

Toico A/S has product liability for damage to persons according to the law in force. Damage to things is not included and Toico A/S has no obligation to compensate buyers operating loss, profit loss or any other direct or indirect loss.



Complaints

Buyer should immediately at receipt examine the goods. Defects and deficiencies which are found or ought to be found, should be notified immediately or 8 days after receipt at the latest. Freight damages should be notified to the freight forwarder.

Force Majeure

Toico A/S' obligations are generally limited by force majeure, including, war, riot, strike, lock-out, breakdown in the production and transportation, as well as any other incident beyond Toico A/S' control, including missing, defective or wrong deliveries from sub-suppliers and own production units. Part-delivery can take place, if such circumstances exist.

If the circumstances have existed in more than 6 months, Toico A/S as well as the buyer can cancel the agreements which are affected hereby. A claim for compensation cannot exist in such circumstances. All immaterial rights for products, drawings, documents etc. belong to Toico

Immaterial rights

A/S and cannot without Toico A/S's written confirmation be used by third part.

Disputes

Any dispute which cannot be solved amicably, has to be settled at Toico A/S' venue.