



SMC Danmark A/S
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Terms and conditions of sales and delivery for SMC Danmark A/S (hereinafter SMC)

1. PRICES AND DELIVERY

Prices for goods purchased from SMC are set out in SMC's price lists or in the order confirmation sent after the order. Delivery is ex warehouse. All prices are quoted exclusive of freight, packaging, installation, VAT, taxes and any handling charges.

Order confirmation prices are subject to changes in exchange rates, customs duties and any taxes. For goods purchased for delivery by instalments, any price increases in the country of origin that may occur within the period of delivery for the goods will be included from the time of the first delivery at the increased price within the contract period. Deliveries do not include any installation unless expressly stated.

2. TIME OF DELIVERY

The time of delivery stated in the order confirmation is subject to delays. In the event of any delays, the buyer will not be entitled to claim liquidated damages or damages of any kind, regardless whether SMC has been negligent.

For goods purchased for delivery by instalments at the discretion of the buyer ("call-off"), the quantity of the first delivery must be determined at the conclusion of the purchase contract.

The buyer is obliged to take the last instalment within 6 months after SMC has taken delivery of the goods.

3. IMPEDIMENTS TO DELIVERY

If fulfilment of an obligation to deliver is impeded or obstructed as mentioned in tem 2 or for any other reason, the obligation to deliver will lapse for as long as the impediment persists. SMC can only be held liable if it is proven that SMC has committed errors or omissions.

4. TERMS OF PAYMENT

Payment must be made in accordance with the terms of payment stated on the invoice. In the event of late payment, interest will be charged at a rate of 1.75% on the amount due per month or part of a month.

Retention of title

SMC retains the title to the delivered goods until the full purchase price has been paid.

5. LIABILITY FOR DEFECTS - RISK

5a. SMC undertakes, subject to the limitations set out in item 5, at its own discretion, either to remedy defects and/or to replace defective parts with equivalent defect-free parts. However, the buyer must make the purchased goods available to SMC for repair etc. at SMC's address.

5b. The buyer is obliged to give notice of the defect in writing as soon as a defect has been identified. SMC's obligation pursuant to item 5 only concerns defects which have been notified within 12 months from the delivery of the goods to the buyer. If the goods are used more intensively than agreed or can be assumed at the conclusion of the agreement, this period is reduced proportionally.

5c. SMC is only liable for defects that occur under the working conditions provided for in the contract and during the correct use of the delivered goods.

SMC is not liable for defects due to causes arising after the risk has passed to the buyer. SMC is therefore not liable for defects caused by faulty maintenance, incorrect installation by the buyer, changes to the delivered goods made without SMC's written consent, faulty repairs or fair wear and tear and deterioration.

5d. The buyer cannot claim damages for operating losses, loss of profit or any other indirect loss resulting from the return or repair of delivered goods. Nor can the buyer claim damages for operating losses or other indirect financial losses arising from the buyer's termination of the contract due to defects in the delivered goods.

5e. The risk of the goods is passed to the buyer at the delivery. Any transport damage must be reported directly to the carrier, since SMC is not liable for such damage.

6. LIABILITY FOR INSTRUCTIONS ETC.

Goods sold by SMC are intended for incorporation into the buyer's end product. The buyer is advised to follow any instructions supplied with the goods or to obtain the necessary information on the scope of application and the correct method of use of the goods purchased.

SMC assumes no liability for any directions and/or instructions for use or indication of scope of application drawn up by any of SMC's suppliers. SMC assumes no liability for any oral or written directions for use provided by one of SMC's employees in connection with purchase of SMC's products.

7. PRODUCT LIABILITY

SMC will be liable for damage to persons or property resulting from defects or faults in delivered products and/or services to the extent that SMC can be held liable. However, SMC will in no event be liable for operating loss, loss of time, loss of profits or similar indirect losses. In the event of damage to real or personal property, SMC's liability is further limited to DKK 5 million for damage caused by a single product.

To the extent that product liability is imposed on SMC in respect of any third party, the buyer is obliged to indemnify SMC to the same extent as SMC's liability is limited as mentioned above. If a third party claims liability for damages against one of the parties for damage caused by a defective product, such party must immediately inform the other party thereof. SMC and the buyer are mutually obliged to submit to legal action before the court which hears the claim for damages raised against one of them due to damage allegedly caused by SMC's goods.

8. RETURN OF GOODS

The return of goods delivered by SMC is subject to prior agreement with SMC. The goods must be returned carriage-free to SMC's address. If SMC takes back goods which have been returned without any prior agreement - regardless of the reason for the return - the returned goods are credited at purchase price minus 15%.

9. GOVERNING LAW AND VENUE

Any dispute between the parties must be settled according to Danish law with the Maritime and Commercial High Court in Copenhagen as venue.