

Almindelige salgs- og leveringsbetingelser for leverancer fra CWS Danmark Aps.

Ordreoptagelse

.. Tilbud bliver først bindende ved ordrebekræftelse.
.. Såfremt tilbud accepteres ved ordreafgivelse til repræsentant for CWS, er ordren bindende, medmindre CWS efter at have modtaget meddelelse om ordren erklærer, at denne ikke kan accepteres.
.. Prisen er den på ordrebekræftelsens dato gældende. Ved levering, der er aftalt senere end 1 mdr. fra denne dato, er prisen den på leveringstidspunktet gældende.
.. Såfremt der i tiden mellem ordrebekræftelse og levering sker generelle stigninger på råvarepriser, overenskomstbestemt arbejds løn, skatter og afgifter, den danske kronens vekselkurs i forhold til fremmed valuta eller andre forhold uden for CWS' kontrol, er CWS i begge tilfælde berettiget til at hæve prisen tilsvarende. Prisforhøjelser foranlediget af disse årsager skal meddeles køber inden varens afsendelse. Mindre ordrer pålægges et ekspeditionsgebyr.

Levering

.. Levering sker af fabrik EXW (aktuelle Incoterms). CWS drager omsorg for afsendelsen og vælger forsendelsesmåden. Forsendelsen foregår for købers regning og risiko. Når CWS leverer med egen vogn, sker levering DDP (aktuelle Incoterms)
.. Er der aftalt franco levering, er forsendelsesomkostninger indbefattet i prisen, og forsendelsen foregår for leverandørens risiko.
.. Varen emballeres i CWS standardemballage og forsynes i øvrigt med udvendig emballage, som af CWS anses for nødvendig og tilstrækkelig for forsendelsen. Emballage er inkluderet i prisen, medmindre andet er aftalt. Lovpligtige emballageafgifter faktureres særskilt.
Emballage, der er mærket returemballage og tilhører CWS, tilbagesendes DDP (aktuelle Incoterms) af køber i rengjort og ubeskadiget stand.
.. Køber er berettiget til at annullere ordren ved mere end 30 dages forsinkelse fra den aftalte leveringstid. CWS kan alene gøres ansvarlig for forsinkelse, såfremt denne bevisligt skyldes grov uagtsomhed hos CWS. CWS kan på ingen måde gøres ansvarlig for nogen former for indirekte tab, såsom, men ikke begrænset til: driftstab, tidstab, avancetab, lejetab og køber påførte dagbøder.
.. Varen leveres i CWS standardkvalitet, medmindre andet aftales.
.. Såfremt varen er fremstillet efter ordre, er CWS berettiget til at levere og fakturere indtil 10% mere eller mindre end den aftalte mængde.

Betaling

.. Betaling for leverancen skal finde sted senest på den i fakturaen anførte betalingsdato. Ved senere betaling er køber pligtig til at betale rente med den til enhver tid fastsatte morarentesats i henhold til lov om morarenter ved forsinket betaling.
.. Veksel eller gældsbevis anses ikke som betaling, før fuld indfrielse har fundet sted.

Mangler, afhjælpningsret og reklamation

.. Varen leveres i standardkvalitet i overensstemmelse med de for CWS gældende angivelser, medmindre andet udtrykkeligt er aftalt.
.. Køber er forpligtet til at følge de af CWS meddelte anvisninger og beskrivelser, herunder for varens anvendelse og opbevaring. Denne information er baseret på laboratorieforsøg og/eller anvendelsestekniske forsøg og er vejledende for valg af produkt og arbejdsmetode. Køber bør foretage undersøgelser og kvalitetskontrol inden anvendelse af varerne. Købers arbejdsmetode- og forhold ligger uden for CWS kontrol, og CWS er ikke ansvarlig for købers anvendelse af varerne.
.. I tilfælde af, at køber ønsker at gøre krav om mangler eller fejl gældende mod CWS, er køber forpligtet til straks og senest 8 dage efter modtagelsen af varerne skriftligt at reklamere over for CWS for den pågældende fejl eller mangel, som køber var eller burde være bekendt med eller kunne have konstateret ved modtagelsen af varerne.
.. Såfremt leverancen er behæftet med mangler eller fejl, er CWS berettiget til foretage omlevering. CWS er endvidere berettiget, men ikke forpligtet, til at kræve mangelfulde eller fejlbehæftede varer retur.
.. CWS' ansvar for mangler eller fejl er i øvrigt i sin helhed begrænset i overensstemmelse med nedennævnte afsnit om begrænsning af ansvar.

Begrænsning af ansvar

.. Køber har ikke andre misligholdelsesbeføjelser over for CWS end de af nærværende salgs- og leveringsbetingelser fremgående.
.. CWS kan på intet tidspunkt og uanset årsag hæfte for købers driftstab, avancetab, tab i tilfælde af købers eventuelle dækningskøb, dagbøder og alle øvrige krav fra tredjemand eller andet indirekte og/eller afledt tab i øvrigt.
.. CWS kan på intet tidspunkt holdes ansvarlig for følgeskader af nogen art.
.. Købers samlede erstatningskrav over for CWS kan ikke under nogen omstændigheder og uanset årsagen overstige værdien af den leverance, som erstatningskravet vedrører.

Produktansvar

.. Sælger hæfter for produktansvar i henhold til dansk rets almindelige regler, jf. dog nedenfor.
.. For eventuelt produktansvar, der ikke er omfattet af uravfælgelige regler om produktansvar, gælder følgende begrænsninger:
- CWS er alene ansvarlig for personskader, hvis det kan bevises, at skaden skyldes fejl eller forsømmelser begået af CWS eller andre, som CWS har ansvaret for. Tilsvarende gælder for skader på fast ejendom og løsøre.
- CWS er uden ansvar for en hver skade, som kan tilskrives urigtig anvendelse eller usædvanlig brug af varerne, herunder disses benyttelse på underlag eller dens udsættelse for påvirkning af f.eks. vejirrig eller fugtighed, hvor til varerne ikke er beregnet.
- CWS kan ikke gøres ansvarlig for driftstab eller andet indirekte tab, medmindre CWS har gjort sig skyldig i grov uagtsomhed.
- CWS kan ikke holdes ansvarlig for produktskader, uanset arten af skaden og årsagen hertil, ud over hvad der måtte dækkes af den af CWS tegnede produktansvarsforsikring med dækningsomfang på DKK 10. mio.

.. I den udstrækning, CWS måtte blive pålagt produktansvar over for tredjemand, er køber forpligtet til at holde CWS skadesløs i samme omfang, som CWS ansvar er begrænset efter ovenstående bestemmelser.

.. I tilfælde af, at tredjemand med baggrund i reglerne om produktansvar fremsætter krav mod en af nærværende salg- og leveringsbetingelser omfattet part, er den pågældende forpligtet til straks at underrette den anden part herom.

Lovvalg og værneting

.. Retsforholdet mellem køber og CWS er underlagt dansk ret, og tvister udspringende af Retsforholdet afgøres ved CWS' hjemting.

General Sales and Delivery Conditions for Consignments from CWS Danmark Aps.

Registration of Orders

.. The offer is binding as soon as the acknowledgement of order has been issued.
.. Provided that the order is accepted by registration of order by a representative of CWS, the order is binding, unless after having received the information concerning the respective order CWS declares that the order cannot be accepted.
.. The price is valid corresponding to the date of acknowledgement of order. In cases of delivery agreed upon being made after more than one month after the date of acknowledgement of order, the current price at the time of delivery is valid.

.. Provided that in the time between the acknowledgement of order and the delivery general increases on cost prices, agreed pay, taxes and charges, the exchange rate of the Danish Krone in comparison with foreign currency, or other circumstances which cannot be controlled by CWS should arise, an equal rise of price will be justified by CWS. Any increase of price caused by those reasons must be announced to the purchaser before the merchandise is being dispatched. Miner orders are imposed dispatch charges.

Delivery

.. Delivery is ex works (current Inco-terms). CWS provides for dispatching and chooses the method of transport. The dispatch takes place on account and risk of the purchaser. When CWS delivers with their own van, the delivery is completed according to DDP (current Inco-terms).
.. In cases of freight paid delivery, the forwarding costs are included in the price and the delivery takes place on the risk of the purchaser.
.. The goods are wrapped into the standard packaging of CWS, and in addition this is equipped with an outer wrapping, which by CWS is considered being necessary and sufficient for the dispatch. The packaging is included in the price, unless other agreements are agreed upon.
Statutory charges are invoiced separately. Wrapping which is marked as returnable packaging and belongs to CWS must be returned (current Inco-terms) by the purchaser in cleaned and undamaged condition.
.. The purchaser is entitled to cancel an order which is more than 30 days delayed after the agreed date of delivery. CWS can solely be liable for the delay, provided that the lag is due to established gross negligence caused by CWS. CWS can never be held responsible for any kind of indirect loss, such as - however not limited to: operating deficit, time loss, profit loss, rental deficit, and day fines inflicted on the purchaser.
.. The goods are delivered as CWS' standard quality, unless other qualities are agreed upon.
.. Provided that the goods are produced according to the order, CWS is entitled to deliver and invoice up to limited 10 % more or less of the contracted quantity.

Settlement

.. The payment for the delivery must be made latest on the date stated on the invoice. In cases of a later settlement, the purchaser is obliged to pay interest according to the penalty interest rate stipulated at any time by the legislation for arrears.
.. Before a full redemption has been made, bills of exchange or debt certificates cannot be considered as settlement.

Defects, right to remedy defects and complaints

.. Unless otherwise expressly agreed, the articles shall be delivered in standard quality in accordance with the statements applying to CWS.
.. The buyer shall be obliged to observe the instructions and descriptions provided by CWS, including regarding the use and storage of the article. Such information is based on laboratory tests and/or practical testing and shall provide guidance for the choice of product and work method. The buyer should carry out examination and quality control before the articles are used. The buyer's working methods and conditions are beyond the control of CWS, and CWS shall not be liable regarding the buyer's use of the articles.
.. If the buyer wants to claim imperfections or defects against CWS, the buyer shall immediately and no later than eight days after receipt of the articles be obliged to complain in writing to CWS regarding the defect or imperfection in question of which the buyer was or ought to have been aware or could have determined on receipt of the articles.
.. If the consignment suffers from imperfections or defects, CWS shall be entitled to redeliver. Furthermore, CWS shall be entitled, but not obliged, to demand that the buyer returns imperfect or defective articles.
.. CWS' liability for imperfections or defects shall otherwise in its entirety be limited in accordance with the section below on limitation of liability.

Limitation of liability

.. The buyer shall have no other remedies for breach towards CWS than the remedies which appear from the present terms of sale and delivery.
.. CWS shall at no time, regardless of the reason, be liable for the buyer's operating loss, loss of profit, loss caused by the buyer's covering purchase, daily penalties and all other claims from a third party or any other indirect and/or induced loss.
.. CWS shall at no time be liable for consequential loss of any kind.
.. The buyer's total claim for compensation against CWS shall in no circumstances, regardless of the reason, exceed the value of the consignment to which the claim for compensation relates.

Product liability

.. The seller shall have product liability according to the general rules in Danish law, cf. below, however.
.. A possible product liability which is not covered by mandatory rules on product liability shall be subject to the following limitations:
- CWS shall only be liable for injury if it can be proved that the injury is due to errors or omissions on the part of CWS or others for whom CWS is responsible. The same applies to damage to real property and goods.
- CWS shall not be liable for any damage which can be attributed to incorrect or unusual use of the articles, including their use on a base or exposure to for example weather or humidity for which the articles are not suitable.
- CWS shall not be liable for operating loss or other indirect loss unless CWS is guilty of gross negligence.
- CWS shall not be liable for product damage regardless of the type of damage and the reason for such damage beyond what will be covered by the product liability insurance taken out by CWS covering DKK 10 million.

.. To the extent that product liability is imposed on CWS towards a third party, the buyer shall be obliged to indemnify CWS to the same extent as CWS' liability is limited according to the above stipulations.

.. If on the basis of the rules on product liability, a third party makes a claim against a party covered by the present terms of sale and delivery, such party shall immediately be obliged to inform the other party accordingly.

Jurisdiction and Venue

.. The legal connection between the purchaser and CWS is subject to Danish law and any litigation originating from this legal relation must be settled by the venue of CWS.