



Terms of sale and delivery

The below-mentioned provisions apply to the extent that they are not deviated from by separate written agreement in connection with contract/ order confirmation. The client's business terms only apply in case Muehlhan has accepted these in writing. Below Muehlhan is referred to as seller and the client as purchaser.

§1. THE AGREEMENT

1. An offer made is valid for 4 weeks from dispatch. If the offer is not accepted in writing before the respite expires, the offer lapses.
2. The price is the price listed in the offer, though the seller reserves the right to alter the price as a consequence of unforeseen increases in taxes and duties.
3. The price only includes what is explicitly mentioned in the offer.
4. The tenderer is reimbursed in addition to the offer amount for additional expenditures for transportation, salaries and materials, cleaning etc., which are caused by that the work must be carried out completely or partly at other locations or in several stages or a revised work period than stated in the offer and/or tender material.
5. The offer is made with the proviso that reimbursement for documented increased expenditures when performing the work caused by orders from public authorities, which results in a substantial additional expenditure and which reasonably could not be considered at the placement of the order.

§2. DELIVERY/EXECUTION

1. The time of delivery or the execution of the work is agreed separately at the finalization of the contract, unless the tender material or other contains specific information of this. Unless anything else is agreed the work is executed within regular working hours, weekdays from 07.00 – 19.00.
2. If the seller cannot observe the time of delivery agreed upon, the seller is obligated to inform the purchaser of this immediately.
If a delay is caused by force majeure circumstances such as labour dispute, fire, war, natural disaster or similar, which the seller does not control, the time of delivery is postponed to a reasonable time proportional to the reason for the delay.
In case deliveries from a subcontractor are delayed due to similar causes, the time of delivery is also postponed.

§3. PAYMENT

1. Unless otherwise agreed in writing, the terms of payment are 30 days net from date of invoice. In case another written agreement has not been concluded, the seller can request payment on account for work performed etc. once each month. Within 3 weeks the seller is paid the amount for which contractual materials and works has been purchased. Payment is due for processed or unprocessed materials etc, which are not delivered but purchased by the seller unencumbered and labelled as property of the purchaser.
2. If the purchase price or the payment on account has not been paid by the due date, an interest of 2 % per calendar month is added.
3. The seller reserves the right to require a bank guarantee, transportation or other corresponding security for the invoice amount or part hereof.

§4. QUALITY REQUIREMENTS

1. To the extent that the seller must process items, elements etc., which are the property of the purchaser, seller takes for granted that the involved items are suitable for the agreed treatment, including that it is possible to achieve a satisfactorily outcome.
In case the items do not fulfil these prerequisites, and the purchaser still desires the agreed treatment completed, this is done by the seller without assuming any responsibility.
2. In case the tender material contains outcome requirements as well as treatment method, the treatment method takes precedence in discrepancies.
3. Unless otherwise announced, the offer is based on that the steel surface has been prepared for the agreed surface treatment, including:
-that edges are finished (rounded and bevelled).
-that all welding appear without interruption and without holes.
-that due to the corrosion protection, there is not substantial interfusion (undercuts) in the welding joints.
-that all slag, weld spatter, and droplets are removed.
Reservations are made for that flaws and damages in the surface, which first appear after sandblasting the surface (lamination, pitting etc.). ISO-Standard 12944, to be used in case of doubt or dispute.
4. The quality control is performed by the seller to the extent, which is explicitly required in the tender material. Unless agreed otherwise, the quality control is performed to the extent corresponding to DS/R 454 layer thickness control, acceptance criterion 80/20 rule.

§5. LIABILITY FOR DEFECTS

1. At the collection/delivery of the agreed items the purchaser is obligated to examine these at once and without delay inform the seller of potential complaints over visible defects.
2. In case defects are observed at the delivery, which can be held against the seller, the seller has the right and obligation to rectify these as soon as possible.
3. Seller's liability only includes defects, which is submitted by the purchaser within 1 year after the date, the item was delivered or 1 year after the handing-over.
To the extent that the work or the delivery relate to the building and construction industry, seller accepts the liability period of 5 years valid for the industry, however the remedy period continues to be 1 year.
4. The liability of the seller does not include indirect loss such as consequential loss, loss of profits, daily penalties etc. along with potential ensuing costs, including use of scaffolding, lifts, tents, heat guns and so on, if this has not been contained in seller's contract.
5. The seller is not liable for defects caused by:
-mechanical influences.-transporter damage, including starting using elements before the paint or other surface treatment is hardened adequately.

- repairs of the element including repairing the paint, when this is no performed by or approved by the seller.
 - chemical or thermal influences, of which the seller is not aware or which exceeds the current resistance records for the paint.
 - fire, explosion or other circumstances of an extraordinary kind.
6. A potential claim for damages can at the most amount to the invoiced price.

§6. WARRENTY

1. The seller guarantees that 1 year after delivery/hand-over corresponding to the expiry of the remedy period coated steel surfaces are not of a lesser rust degree than Ri 2 as per DS/ISO 4628/3.
The warranty is contingent upon that the paint system is not placed in a higher corrosion category than the corrosion category specified for the pain system in question.
2. The warranty does not include loss of sheen, colour changes, bleaching and such but only rust penetration.
3. The seller repairs potential deficiencies according to the warranty, in case the purchaser makes a claim of this to the seller before the warranty expires.

§7. DAMAGES TO THE CUSTOMERS PROPERTY

1. Due to the fact that the seller receives items to surface treatments, with very different value, the client hereby accepts that all possible claims, due to accidental damages caused by the seller, could never exceed the maximum order value for the damaged item. All economical demands and costs above that value are at the clients risk only.

§8. DISPUTES

1. Potential disputes are settled at the arbitration tribunal for building and construction industry. However, a dispute can be settled by private arbitration, in case the parties agree to this.

ADDITIONAL PROVISIONS

WORK PERFORMED AT SELLER'S SITE OR WORKSHOP

re §1. THE AGREEMENT

- A. The prices listed are ex works and excluding shipping packaging.

re §2. DELIVERY/EXECUTION

- A. In advance the purchaser must agree with the seller where the elements must be delivered. Transportation to and from seller's workshop are at the purchaser's expense and risk. In case the purchaser has not entered any written agreement with the seller concerning the place of delivery, seller's expenditures in connection with a potential necessary forwarding of the elements to another workshop are chargeable to the purchaser.
- B. If the purchaser cannot deliver the elements which are to be processed on time and at the agreed address, the purchaser is obligated to inform the seller of this at once. The purchaser reimburses the seller for potential additional expenditures as a consequence of the delay.
In case the purchaser fails to receive the delivery at the agreed date, the agreed elements are stored at the seller's workshop/warehouse at the expense and risk of the purchaser. Is the purchaser's delayed collection due to force majeure cf. section 2, the seller cannot raise a claim against the purchaser as a consequence thereof. However, this relation does not exonerate the purchaser from payment of the purchase price at the agreed time.

re §5. LIABILITY FOR DEFECTS

- A. The purchaser can only hold the seller responsible for internal transporter damage or the like from the seller's workshop, in case the damages are confirmed in writing by the seller at collection.
- B. Defects will only be repaired at seller's workshop. Transportation to and from seller's workshop, and other related costs, are at the purchaser's expense and risk.

WORK PERFORMED AT PURCHASER OR PURCHASER'S LOCATION

re §1. THE AGREEMENT

- A. The offer is made providing that a rational and continuous organization of the work, including that abrasive blasting and spraying works by their placement in the work- and time schedule can be performed without delay as a consequence of other subcontractor's presence on the work site.
- B. In case the layout or utilization of the workplace or the execution of the work require obtaining special permits regarding water, electricity, waste disposal, scaffolding including protection of the surroundings, haulage, night work etc., these must be obtained by the purchaser before the beginning of the work. If these permits impose costs on the tenderer, which are not foreseeable or normal for the area, the purchaser pays for these in addition to the contractual sum.
- C. Work on buildings are subject to reservations concerning unforeseen damage caused by penetrating water and dust as a consequence of the construction of the building or insufficient maintenance along with loose plastering and porous joints.

re §5. LIABILITY FOR DEFECTS

- A. Unless otherwise determined in the tender material, either by indicating percentage or a fixed amount, post repairs as a consequence of damages caused by a third party before the delivery cannot surpass 1 % of the offer amount.
- B. Unless otherwise determined in the contract repairs of transporter damage, installation, welding etc. after the delivery/hand-over to the purchaser are performed at the lowest cost payment as per account rendered.

Valid per 1st of May 2014.

Notice: This is a translated version, and in case of discrepancies, the Danish version takes precedence!