

KP Komponenter / KP Components (KP), Standard Terms of Sale and Delivery

These terms of sale and delivery terms apply for all agreements made between KP and the Buyer, unless otherwise agreed between KP and the Buyer in writing. Any purchasing terms, or similarly, of the Buyer shall not be legally binding for KP unless approved by KP in writing. KP can change the general terms of sale and delivery terms without notice.

1.0 Formation of contract.

1.1 If using an order confirmation, orders from the Buyer shall not be legally binding for KP until the Buyer has received a written order confirmation.

2.0 KP's delivery

2.1 KP's delivery solely comprises products that have been specified in the order confirmation.

2.2 If the delivery is specified for a specific number of parts, KP shall be entitled to deliver +/- 10% of the agreed quantity and the delivery shall still be seen as fully delivered.

3.0 Prices

3.1 KP's prices are stated excl. VAT, packaging and taxes. The currency will appear from order, order confirmation or invoice. Packaging will be invoiced separately.

3.2 The stated prices are subject to documented changes in duties and taxes, exchange rate changes, changes in payroll costs, price increases on raw materials or any other conditions beyond KP's control.

3.3 If such price changes occur, KP shall be obliged to inform the Buyer without undue delay, and the Buyer shall then be entitled to consider for 1 (one) week if he wants to accept the offered price change. The time of delivery will be extended accordingly with the respite granted to the Buyer.

3.4 If the delivery is changed or if KP's costs increase due to Buyer conditions, e.g. in case of changed design requirements, after KP has initiated production, KP shall be entitled to adjust the agreed price accordingly.

4.0 Terms of payment

4.1 If the agreed time of delivery has been reached, KP shall be entitled to invoice the Buyer for all deliveries made or reported ready for shipment.

4.2 KP's terms of payment will appear from offer, order confirmation or invoice.

4.3 If payment is not received in due time, KP shall be entitled to payment of interests on amounts due at any time counting from payment date at an interest rate equal to 2% per month or fraction of a month.

4.4 KP continuously updates the Buyer's customer and credit info. by collecting information from CVR/CBR and credit rating agencies approved by the Danish Data Protection Agency.

5.0 Property/reservation of property

5.1 The property in the delivery shall remain with KP until the total purchase price has been paid.

6.0 Terms of delivery

6.1 The term of delivery is Ex Works, the business address of the selling KP company, acc. to latest Incoterms.

7.0 Time of delivery, etc.

7.1 If delivery has been agreed to take place at a certain date or week, delivery on this date or week shall be considered timely.

7.2 KP shall be entitled to postpone the time of delivery in the following instances:

- Changes to the order which are required by the Buyer

- Delayed deliveries or services the Buyer has agreed to carry out or which the Buyer has booked a third party to carry out

- In case of force majeure, cf. clause 14

- If work on the delivery has to be stopped or becomes delayed due to orders of a public authority

- In case of delivery failure or defective delivery from sub-suppliers, however, max. 6 weeks.

7.3 According to the above, KP reserves the right to adjust the agreed price accordingly with the increased costs and added the usual mark-up in cases caused by Buyer conditions.

7.4 If the delivery is substantially delayed, and if KP is not entitled to postpone delivery, the Buyer shall be entitled to cancel the agreement in writing following an unsuccessful written demand for delivery to KP, if the Buyer proves that the delay will result in an essential nuisance for him.

7.5 If only a part of the products are delayed, the Buyer shall be entitled to cancel the agreement for the delayed part of the products only. If the delay concerns products manufactured in accordance with directions or specifications, or if the products are not normally carried in stock by KP, the agreement can be cancelled only if the delay substantially invalidates the purpose of the purchase.

7.6 If the Buyer can prove that the delay has been caused by errors or omissions by KP, he shall be entitled to claim damages for the loss hereby inflicted on him, however cf. clause 12.

7.7 Such damages cannot exceed an amount equal to 1% of the agreed payment for the delayed service and/or product for each full week the delay has lasted, and the total damages can sum up to more than 10% of the total payment for the delayed service and/or product.

7.8 Apart from the above, KP disclaims all other liabilities for delays or any consequences following delays. In addition, the Buyer shall have no additional remedies for breach of contract than those stated in the above.

8.0 Failure in accepting performance

8.1 If, when the time of delivery has been reached, the Buyer does not collect the products or arrange for shipment, KP shall be entitled to store and insure the delivery for the Buyer's account and to issue an invoice covering the delivery.

9.0 Returning products

9.1 Products can be returned only if a separate written agreement has been made in advance.

10.0 Liability for defects

10.1 KP is liable for defects for 1 year counting from the product delivery date. Within this period of time, KP shall be obligated to remedy any lack of conformity in the delivered, i.e. by means of repair or new delivery in replacement, at KP's discretion. If new delivery is favorable KP has what corresponds to normal delivery time, to fulfill its obligations. KP does not compensate for any expenses related to separation, dismantling, transportation, mounting and re-establishment, nor operating losses, loss of profit or other indirect losses or consequential damages.

10.2 KP's liability for defects requires the Buyer to prove that the delivered products suffer from defects that can be related to KP, and in addition, renders probable that the products have been stored, installed, used and maintained correctly and in compliance with directions provided by KP, or what can be considered usual. Moreover, KP's liability is conditional on the Buyer giving KP immediate access to the defective parts at his own initiative, for the purpose of remedial action.

10.3 KP shall be responsible for making the delivered adequate and/or suitable to solve the Buyer's tasks in all respects, only if KP has been responsible for the planning and if the Buyer can document that the information provided by the Buyer is correct and adequate. In addition, the drawings etc. which have been supplied by KP must be used in accordance with the directions stated on them. KP only assumes responsibility for provided information and specifications, choice of materials, etc., including planning or contributions to planning if delivery of the said is an explicit part of the agreement.

10.4 KP's liability will lapse if components not manufactured or approved by KP are used in connection with the delivered, unless the Buyer proves that this has not caused the defect.

10.5 If KP cannot remedy the defect, and if the defect is fundamental, the Buyer shall be entitled to cancel the purchase or claim a proportional reduction of the price, but not compensation.

11.0 Product liability

11.1 KP will be responsible for personal injury only if it can be substantiated that the damage was caused due to errors or omissions on the part of KP or others for whom KP is responsible.

11.2 KP will be responsible for damages to real and personal property only if it can be substantiated that the damage was caused due to errors or omissions on the part of KP or others for whom KP is responsible. However, the compensation can never exceed the value of the delivery which the defective product is a part of, however, a max. value of EUR 150,000 incl. interest and costs.

11.3 In the event that KP is met by a product liability claim from a third party, the Buyer shall be obliged to indemnify KP to the same extent as KP's liability has been limited in the conditions of these present conditions. If a third party claims damages from one of the parties according to this clause, this party is to immediately inform the other about the claim for damages.

11.4 The Buyer shall be liable to prosecution at the court of law processing claims for damages raised against KP on the grounds of a damage allegedly caused by the delivery.

12.0 Limitation of liability

12.1 Under no circumstances KP shall be liable for indirect damages or loss of any kind, including, but not limited to, liquidated and consequential damages, the Buyer may incur towards a third party, as well as the Buyer's operating losses, loss of profit, loss of time, loss of delivery or similar losses.

12.2 Moreover, any product liability does not include loss, expenses or costs related to purchasing, reproducing, re-delivering, re-doing, repairing, destroying or any similar measures regarding defect products or services.

12.3 In all respects, KP's liability shall be limited to the double value of the individual product/service stated on the invoice.

12.4 In the event that KP should waive a claim or right towards the Buyer, this shall not mean that KP has waived such claims or rights in instances other than the agreed.

12.5 In the event that KP gives any kind of advice in accordance to a delivery, they are to be interpreted as a guideline, and KP will have no liability in that sense.

12.6 The delivery will undertake Danish law and regulations, as well as international humanitarian conventions. In that sense the legislation of foreign countries will not necessarily be included in the delivery.

13.0 Duty of complaint and inspection

13.1 The Buyer shall be obliged to carefully inspect the delivery immediately when received; including arranging possible pilot production and measurement of the dimensions of the finished product, to make sure that the delivery conforms to the agreed. The Buyer shall be obliged to make an immediate complaint in writing in the event of defects found under such an inspection, and the Buyer cannot rely on defects that were or should have been found under this inspection at a later point in time. The above also applies if the Buyer fails to make an immediate complaint over latent defects when found.

14.0 Force majeure

14.1 KP shall not be liable for non-performance or delayed performance of contracts caused by force majeure, war, riots, civil disturbances, government interventions or interventions by public authorities, fire, strikes, lockout, export and/or import embargoes, mobilization, vandalism, exchange control regulations, epidemics, computer virus, hacking, natural disasters, adverse weather conditions, lack of labour, energy and water supplies, or any other reason beyond KP's control.

14.2 In the event that delivery on time is temporarily hampered due to one of the above mentioned circumstances, delivery will be postponed for a period of time equal to the duration of the hindrance plus a reasonable period of time to normalize conditions depending on the circumstances. Delivery at the hereby postponed delivery time shall be considered timely in all respects. In the event that the delivery hindrance is estimated to last longer than 8 weeks, both KP and the Buyer shall be entitled to cancel the agreement without this being considered breach of contract.

15.0 Governing law and venue

15.1 Any dispute between the parties shall be settled under Danish law, to the exclusion of any conflict of laws rule that would refer the matter to another jurisdiction. KP can freely choose whether the dispute shall be settled by the ordinary courts or by arbitration. If KP chooses arbitration, the rules in force at the Copenhagen Arbitration shall apply. The arbitral tribunal shall be held in Herring. Venue at the ordinary courts shall be the judicial district in Herring.