INDURA

PLUG

On time delivery

The safe choice

Productno.	Category	Dimension	Norm	Quality	Other	Certificate	Stock
000291101	INT. 291 Plug Square	1/8"		Black		No	●
000291102	INT. 291 Plug Square	1/4"		Black		No	●
000291103	INT. 291 Plug Square	3/8"		Black		No	●
000291104	INT. 291 Plug Square	1/2"		Black		No	●
000291106	INT. 291 Plug Square	3/4"		Black		No	●
000291108	INT. 291 Plug Square	1"		Black		No	●
000291110	INT. 291 Plug Square	1 1/4"		Black		No	●
000291111	INT. 291 Plug Square	1 1/2"		Black		No	●
000291112	INT. 291 Plug Square	2"		Black		No	●
000291113	INT. 291 Plug Square	2 1/2"		Black		No	●
000291114	INT. 291 Plug Square	3"		Black		No	●
000291116	INT. 291 Plug Square	4"		Black		No	●

INDURA
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Terms and conditions

TERMS AND CONDITIONS SALE AND DELIVERY

1. Application and validity

1.1 The following general conditions shall apply to all goods and services supplied by Indura A/S (hereafter referred to as COMPANY).

1.2 Conditions or requirements of the buyer contained in the buyer's order, stated in his general conditions of purchase or elsewhere, shall not bind COMPANY unless explicitly accepted by COMPANY in writing.

1.3 For the purpose of these general conditions the following definitions shall apply:
- "Order" means buyer's order.
- "Sales Contract" means the Order as confirmed in writing by COMPANY.

2. Offers and orders

2.1 Unless otherwise stated in writing, COMPANY's quotation shall be effective and binding for a period of 8 days as from the date of submitting the quotation.

2.2 In case of the buyer submitting an Order, said Order shall not be binding upon COMPANY until COMPANY has forwarded a Sales Contract to the buyer or has delivered the goods to the buyer, whichever happens first.

3. Technical data. Product Information

3.1 All information in brochures, publications, etc., regarding prices, performance, or other technical data regarding goods offered for sale by COMPANY are binding only to the extent the Sales Contract explicitly refers to them. COMPANY shall in no event be liable for the suitability of the goods for its intended use or its fitness for a particular purpose.

4. Delivery

4.1 Unless otherwise agreed in writing, the delivery terms are FCA Grønlandsvej 1, DK-7480 Vildbjerg, Denmark, Incoterms 2010.

4.2 The date of delivery stated in the Sales Contract is an estimate made to the best of COMPANY's knowledge. COMPANY shall notify the buyer of the actual date of delivery when it has been finally determined.

4.3 If a delivery has not been taken by the buyer within the time limit following from the Sales Contract, COMPANY is entitled at its own discretion to cancel or maintain in whole or in part the Sales Contract. Furthermore, COMPANY is entitled to store, sell or remove the goods for the buyer's account and risk and to claim damages. In case of COMPANY cancelling the Sales Contract, COMPANY is entitled to compensation for costs incurred as well as loss of profit.

4.4 Buyer has the right to return saleable stock goods carriage forward to SELLER, and buyer has the right to credit of 70% of the purchase price. If buyer cannot state the invoice number, the goods are returned carriage forward. 60% of the purchase price is credited. Only new unused goods in original unbroken packaging can be returned.

5. Delay

5.1 If delivery is delayed beyond the date agreed upon or stated by COMPANY, the buyer can by notice to COMPANY demand delivery and fix a final, reasonable time limit for delivery.

5.2 If delivery is not effected within the reasonable time limit fixed in any notice served under clause 5.1, and said time limit is exceeded by more than 10 (ten) days, then the buyer is entitled to cancel the Order.

5.3 The buyer cannot claim damages of any kind whatsoever including damages for consequential loss suffered due to a delay.

6. Cancellation or modification of an agreement

6.1 The buyer's cancellation or modification of a Sales Contract is subject to COMPANY's written approval, and subject to the buyer reimbursing costs and losses incurred by COMPANY as a result of the cancellation or alteration, however as a minimum an amount equal to 25 % of the agreed purchase price on the cancelled or modified part of the Sales Contract, excluding VAT.

7. Use of the goods

7.1 In his use of the goods the buyer shall observe all relevant national legislation including any regulation or requirement of governmental or other regulatory authority. Consequently, COMPANY assumes no liability for any infringement of patents or violation by the buyer of any relevant legislation, regulation or requirement, which is due to his use of the goods. This shall apply even if COMPANY, its employees or agents have made statements or recommendations (whether before or after the purchase) relating to the goods.

8. Defects

8.1 Immediately upon receipt of the goods, and before use thereof, the buyer shall make such examination of the goods as is required by proper trade practice. The buyer shall satisfy himself that the goods meet all contractual requirements. If the buyer fails to conduct said proper examination timely, he shall loose his right to invoke any rights in case of a defect, which could have been detected by the examination.

8.2 Without prejudice to Clause 8.1, complaints about defects shall be made in writing and must be received by COMPANY not later than 8 (eight) days after the defect was or should have been detected. The complaint shall include a description of the alleged defect.

8.3 Claims based on defects shall be advanced within 3 (three) months of delivery.

8.4 No complaint can be made after expiry of the deadlines stipulated in 8.2 and 8.3. If COMPANY enters into any discussion with the buyer concerning a complaint lodged after expiry thereof, COMPANY does so purely as a gesture and without waiving the right to contend that the complaint in question was lodged too late.

8.5 COMPANY shall in no event be liable for the suitability of the goods for its intended use or its fitness for a particular purpose. COMPANY shall further in no event be liable for defects or shortage of goods when caused by the buyer's inappropriate or improper use or storage.

8.6 If goods are defective and a claim based on the defect is brought against COMPANY, then COMPANY may choose within a reasonable time either to deliver replacement goods in return for the defective goods or make subsequent delivery, repair the defect or grant the buyer a pro rata reduction in the purchase price, whereupon the rectification of the defect shall be deemed final.

8.7 With the exception of what has been stipulated above, COMPANY assumes no liability for defects and the buyer cannot assert any other rights in case of default than the ones stated above, including by way of illustration and not limitation termination of the order or compensation, whatsoever.

9. Prices

9.1 Unless otherwise agreed in writing, prices are based on the current price listings, excluding V.A.T., costs, duties, etc.

10. Terms of payment

10.1 Unless otherwise agreed, payment shall be effected to COMPANY's account no later than 14 days upon delivery.

10.2 In case of late payment, COMPANY charges interest for default on the amount owing at the time in question, at a rate of 1,0 per cent per month from the due date. Interest will be calculated each month on the outstanding balance due which will include previously added interest, reasonable costs etc.

10.3 Should default be made by the Buyer in paying any sum due under any Sales Contract as and when it becomes due, COMPANY shall have the right either to suspend all further deliveries until the Buyer's default of payment shall have been made good or to cancel the Sales Contract so far as any goods remain to be delivered there under.

10.4 The buyer shall not withhold payment or make any deductions from the price of the goods in respect of claims that have not been approved by COMPANY.

11. Retention of title

11.1 COMPANY shall retain full and clear title to goods delivered hereunder, and ownership of the goods shall not pass to the buyer until full and final payment has been made.

12. Intellectual property rights

12.1 The title to intellectual property rights in regard to the goods shall be vested in and solely allotted to COMPANY, including intellectual property rights resulting from the cooperation between the parties regarding the goods.

13. Force majeure

13.1 Neither party shall be liable to pay damages or make compensation in any way for any delay or failure to perform any of its obligations when such delay or failure is due to force majeure.

13.2 Force majeure is defined as an act of god or an event or contingency outside the reasonable control of the party affected thereby. It shall include but not be limited to delay in the delivery of or defects in goods supplied by subcontractors, substantial price increases for such deliveries, war (declared or undeclared), revolution, riot, strike and lockout, labor disturbances, fire, flood, epidemic, earthquake, explosion, blockade, embargo, unavailability of basic raw materials, lack of or failure of transportation, any unusual or unexpected acts of government or governmental agency, and other similar events.

13.3 Upon the occurrence of force majeure, the party suffering thereby shall promptly give the other party written notice thereof specifying the cause of force majeure and how it will affect the performance of its obligations.

13.4 If the delivery of goods is temporarily prevented owing to force majeure events, the obligation to deliver shall be suspended as regards the period during which the force majeure situation exists with the effect that the buyer shall not be entitled to cancel the Sales Contract. However, if contractual performance, delivery of goods or other duties are prevented by force majeure for a period of 120 consecutive days, then either party may terminate the obligations prevented by force majeure.

14. Product Liability

14.1 COMPANY shall be liable in accordance with applicable law on product liability, however with the limitations following from this clause 14.

14.2 COMPANY shall under no circumstances be liable for indirect losses, including but not limited to operating losses, loss of profits, loss of time, punitive damages and consequential costs to which a defective product may have given rise.

14.3 COMPANY cannot be held liable for damage to products manufactured by the buyer or subsequent buyers or to products of which these form part.

14.4 Furthermore, COMPANY shall not be liable for losses suffered in connection with carriage and replacement of a product that has been resold.

14.5 If damage caused by the goods purchased or danger that such damage will occur comes to the attention of the buyer, the buyer shall without undue delay notify COMPANY thereof in writing. The notice does not relieve the buyer of his obligation to minimize such damage.

14.6 To the extent COMPANY incurs product liability towards third parties; the buyer shall be under an obligation to indemnify COMPANY to the extent such liability exceeds the limitations according to this section 14.

14.7 The buyer hereby submits to the jurisdiction of any court before which an action for product liability may be brought against COMPANY.

14.8 The buyer shall notify COMPANY if third parties bring claims based on product liability against the buyer.

15. Limitation of liability

15.1 COMPANY shall never be liable for punitive damages, financial loss, consequential loss, loss of profit, loss of time or other indirect loss or consequential damage whether arising from delay, from the supply of defective goods or otherwise.

16. Jurisdiction and governing law

16.1 The validity, construction and performance of the obligations of the parties shall be governed by and interpreted in accordance with the laws of Denmark.

16.2 Disputes, controversies, claims or differences which may arise between the parties out of, in relation to, or in connection with delivery of goods or services from COMPANY, or for the breach thereof, shall be settled by the city court of Aarhus as venue in first instance.

17. Information

17.1 INDURA A/S stores and makes use of individual customer data. This information will only be used for improving of service towards the individual customers and for product optimization in general.
INDURA A/S will when requested provide the individual customers information about data stored. Customers can at any given time request all or specific data related to themselves erased. This only applies if the request do not conflict with other legal regulations.