



NÅR ERFARING SKABER FREMTID



“Direct sales”

(Prescription. Deliveries directly from the factory to the customer)

All offers shall only be valid against immediate acceptance, unless otherwise stated, and shall otherwise be made on the following and Lemvigh-Müller A/S's general terms and conditions of sale and delivery, irrespective of what may appear from section 1.3.

All orders shall be quoted subject to the works' acceptance of the prices and conditions set out herein.

Lemvigh-Müller A/S reserves the right to adjust the price as a result of increases in terminal and transport costs, insurance, duties, taxes, charges, fees, etc. that may occur after the conclusion of the agreement. The same shall apply in the event of intervention by foreign, Danish or EU authorities in the price formation, including the fixing of binding minimum prices and the introduction of anti-dumping duties, countervailing duties or any other form of special duty, tax, etc.

If extraordinary costs arise due to disruption or blockage of transport routes, the Seller shall be entitled to increase the price accordingly.

The buyer is responsible for ensuring that the technical data and the material as a whole are suitable for his needs. If the material is not ordered according to a standard or with a specified quality designation, it will be delivered in the ordinary commercial quality of the supplier without liability for special quality requirements.

Certificate is only included by agreement. Lemvigh-Müller A/S checks that certificates cover the delivered steel but does not check the information on the certificate.

For the total quantity delivered, a margin of plus/minus 10% of the specified quantity is reserved. The work's weighing is the basis for invoicing.

The delivery time shall be calculated from the time when all questions concerning the execution of the delivery have been clarified and the order has been definitively noted by the work. Should Lemvigh-Müller A/S receive information that a significant exten-

sion of the stated delivery time is likely, Lemvigh-Müller A/S shall inform the Buyer, if possible, with information about when delivery can be expected to take place.

Cancellation of the order due to delayed delivery can only be recognised to the extent that the supplier/works agrees to this.

If there is a delay in delivery due to circumstances beyond the Seller's control, such as labour disputes, fire, war, unforeseen military call-up, requisition, seizure, riots and civil unrest, restrictions on fuel, shortage of means of transport, currency restrictions, pandemics, general scarcity of goods, extraordinary interventions by governmental or EU authorities, or the like, the delivery time shall be extended accordingly.

If any of the above-mentioned circumstances preclude or significantly impede delivery, Lemvigh-Müller A/S shall be entitled to cancel the order to the same extent as the work, and in such case Lemvigh-Müller A/S shall not be obliged to place the order elsewhere.

The Buyer shall be responsible for inspecting the goods immediately after receipt. If, after the examination, the Buyer claims that the delivery is inadequate or defective, the Buyer shall notify Lemvigh-Müller A/S of this within 8 working days of delivery.

Once a justified complaint has been recognised, the delivered goods shall be replaced, or the purchase price shall be credited at Lemvigh-Müller A/S's discretion.

If the payment deadline is exceeded, the buyer is obliged to pay interest on the amount due. The default interest shall be 2 per cent per month.

Failure to comply with the agreed payment terms shall be deemed to be a material breach and shall entitle Lemvigh-Müller A/S to suspend further deliveries and to demand immediate payment of any receivable from the Buyer, whether due or not, without compensation.

Signature:

Date: / - 20

Buyer: _____

Date: / - 20

Lemvigh-Müller A/S: _____