

Schultz Seating Denmark A/S - Schultz Seating Poland Sp. Z o.o - Schultz Seating Tianjin Ltd Beijing Schultz Seating Ltd

- 1. Application**
- 1.1 The following Sales and Delivery Terms shall apply to all quotations, sales and deliveries by the seller - also in cases where the buyer stipulates other terms and conditions. Any deviation from the following Sales and Delivery Terms shall only be valid subject to the written consent of the seller.
- 2. Quotation**
- 2.1 Quotations are only binding for 30 days from date of issue, and will lapse unless they are accepted in writing within that time.
- 3. Prices**
- 3.1 All prices are ex works and excluding V.A.T. and packaging unless a written agreement is available. The seller reserves the right to alter prices before the time of delivery, if there are any changes in the prices quoted by the seller as known on the day the quotation was given, or changes in exchange rates, freight or customs rates, prices of raw materials or other public taxes etc.
- 4. Order confirmation**
- 4.1 Unless the seller and the buyer have agreed to make any changes in the basic agreement, the order confirmation shall be binding. In case of disagreement, the order confirmation shall be binding.
- 4.2 Verbal and written orders are not binding on the seller until the order confirmation has been forwarded.
- 5. Cancellation**
- 5.1 Orders may only be cancelled subject to the sellers written consent. The buyer shall pay any costs which the seller may have incurred.
- 6. Delivery**
- 6.1 Delivery is ex works. If no other written agreement has been reached, the seller may choose the form of transport.
- 6.2 If no special time of delivery has been agreed upon, the seller may choose the time of delivery.
- 6.3 The seller is exempt from liability, and thus entitled to postpone the time of delivery, if any of the following situations arises after the agreement has been signed and prevents the agreement from being fulfilled: industrial disputes and all other situations which are beyond the control of the parties concerned, such as fire, exceptional weather conditions, natural catastrophes, war, mobilisation or unforeseen military call-up of similar dimensions, requisition, confiscation, foreign exchange restrictions, riots and disturbances, the lack of transport, general shortage of goods, power restrictions, and any defects or delays in connection with supplies from the seller, which are due to the situations stated in this clause.
- 6.4 If any hindrance of delivery, which is due to one or more of the situations mentioned above in clause 6.3, is expected to last for more than 3 months, the seller is entitled to cancel the agreement without this being regarded as a breach of contract.
- 6.5 If the buyer requires changes to be made in the original agreement, while work is in hand, the time of delivery will be postponed.
- 6.6 Any tasks that are to be undertaken by the buyer such as samples, dimension sketches, statements of weight etc., have to be completed in time, if the time of delivery has to be observed. If such tasks are not completed in time, then the time of delivery will be postponed.
- 7. Insurance**
- 7.1 Unless otherwise agreed, the buyer shall take out a transport insurance policy. Moreover, the buyer shall undertake to keep the goods insured.
- 8. Delays by the buyer**
- 8.1 If the buyer becomes aware that he will not be able to take delivery of the goods by the stipulated date - or if a delay on his part is likely to occur - he shall forthwith notify the seller in writing, stating the cause of the delay and, wherever possible, the propable time when reception can take place.
- 8.2 Notwithstanding that the buyer fails to take delivery of the goods at the stipulated time, he shall make any payment contingent upon delivery, as if delivery of the relevant goods had taken place.
- 8.3 The seller shall make sure that the goods are stored for the buyer's account and at the buyer's risk. The seller shall at the buyer's request insure the goods at the buyer's expense.
- 9. Defects**
- 9.1 The seller undertakes for a period of 12 successive months after the date of delivery to rectify all defects in deliveries - cf. clause 9.5 below - due to construction, materials or manufacture, and which are a result of mistakes that can be related to the seller. The buyer shall notify the seller in writing of any defects without undue delay after such defects have appeared.
- 9.2 The obligation to make repairs does not apply in situations in which defects are due to the fact that the consignment has not been maintained and used in full agreement with the sellers directions, or if the consignment is used incorrectly or inappropriately, or if alterations or technical adjustments are made without the written consent of the seller.
- 9.3 Wearing parts are not included in the right of redress.
- 9.4 Costs in connection with installation and dismantling are not included in the right of redress.
- 9.5 If the buyer wishes to claim the right of redress, the seller is entitled to choose either at no cost to the buyer and within a reasonable period of time to replace the defective goods by supplying corresponding goods to the buyer ex works on the conditions contained in these terms of sale and delivery, or to credit the defective goods once the goods are returned at the buyer's expense, or to offer the buyer a reduction in price of the goods concerned.
- 9.6 The seller is under no circumstances liable for indirect losses, such as running loss, loss of profits or loss of time.
- 10. Product liability**
- 10.1 The seller is only liable for damages as far as the current legislation at any time does not completely or partly exempt the seller from such liability.
- 10.2 The seller shall only be liable for damage caused by the products, where it can be shown that such damage was due to fault or negligence on the sellers part or that of the sellers employees. Under no circumstances shall the seller be liable for loss of profits, loss of earnings, or any other consequential financial loss.
- 10.3 The seller is not liable for damage to property or movables.
- 10.4 In the event that the seller incurs product liability towards any third party, the buyer shall indemnify the seller to the same extent as the seller's liability is limited according to the above. If any third party raises a claim for compensation against the buyer in any case of product damage, the buyer shall forthwith notify the seller to this effect.
- 11. Payment**
- 11.1 The sellers terms of payment are stated in the offer/order confirmation.
- 11.2 If payment is made after the due day of payment, penalty interest will be charged for every commenced month after the latest due date agreed for payment, at the rate and falling due as stated on the invoice.
- 11.3 The buyer may not set-off any claims he might have on the seller from other legal matters in the purchase price, nor may the buyer hold back the goods to balance such counterclaims.
The buyer may not hold back payment because of a complaint or counterclaims concerning the delivered goods.
- 11.4 Any delay in payment shall also entitle the seller to hold back further deliveries, and in addition exempt the seller from all other contractual commitments. The seller is also entitled to demand compensation from the buyer.
- 11.5 In the event of non-payment, the buyer (debtor) shall pay all costs of collecting and recovering the debt, inclusive of charges and fees for lawyers, debt-collection agencies etc.
- 12. Amount of the delivery**
- 12.1 Delivery shall be regarded as complete as long as the seller has delivered 10% more or less than the amount of the order.
- 13. Copyright and production rights**
- 13.1 Production rights follow the copyright, which means that models developed by the seller or models, for which the seller has paid development costs, may only be produced by the seller or with our permission.
- 13.2 Tooling costs that have been debited the buyer represent in all cases only part of the total cost. Tools are constructed as part of our machinery equipment and shall always be regarded as our property.
- 14. Drawings and descriptions**
- 14.1 All drawings in brochures and data sheets are approximate and without liability. The seller reserves the right to make changes, if the seller regards such changes as technically necessary or advantageous.
- 15. All monies Retention of Title clause (RoT)**
- 15.1 Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of (a) all goods and/or services subject to the Contract and (b) all other goods and/or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer.
- 16. Disputes**
- 16.1 All and any disputes arising out of or in connection with this contract shall be settled according to the law in the seller's country.
- 16.2 Any legal action shall be instituted at the sellers or buyers venue, at the sellers option.