



CORROSION CONTROL A/S

# Terms and conditions

BAC CORROSION CONTROL A/S  
FÆRØVEJ 7-9  
DK-4681 HERFØLGE

PHONE: +45 70 26 89 00  
FAX: +45 70 26 97 00

EMAIL: INFO@BACBERA.DK  
WWW.BACBERA.DK  
VAT NO.: DK 26 07 26 89

## 1. Validity

The terms of sale and delivery apply to all quotes, sales and deliveries, unless otherwise agreed in writing.

## 2. Quotes

All quotes are made subject to intermediate sales, see 3. If the Seller submits a quote without a specific deadline, the quote will expire if acceptance has not been received by Seller within 4 weeks from the date of the quote.

## 3. Intermediate sales

Until the Buyer's acceptance is received by the Seller, the Seller is entitled to enter into an agreement with a third party regarding the quote with the effect that the offer to the Buyer expires. Seller shall, upon acceptance of the quote, without undue delay, notify the buyer in writing that the quote has expired.

## 4. Price

All prices are in Danish kroner and exclusive VAT. The Buyer is obliged until the delivery to accept changes in the price as a result of documented increased costs for the seller as a result of changes in exchange rates, duties, taxes, etc. regarding the agreed delivery.

## 5. Payment

5.1. Payment must be made by the date the invoice specifies as the last due date of payment. If not specified, payment must be made in cash on delivery.

5.2. If the delivery is postponed due to the buyer's circumstances (creditor mora), the buyer - unless the seller notifies the buyer in writing - is still obliged to make any payment to the seller, as if delivery had been made at the agreed time.

5.3. If payment is made after the due date, the seller is entitled to calculate interest on the outstanding debt from the due date at the officially discounted rate plus 6%.

5.4. The Buyer is not entitled to set off any counterclaims against the Seller which is not recognized in writing by the Seller and shall not be entitled to withhold any part of the purchase price due to any claims of any kind.

## 6. Reservation of ownership

6.1. Seller reserves, with the restrictions arising from mandatory legal rules, the ownership of the sold until the entire purchase price has been paid to the seller or to the person to whom he has transferred his right, see 15.



IMPALLOY LTD  
WALSALL, UK  
SALES@IMPALLOY.COM  
WWW.IMPALLOY.COM



BAC CORROSION CONTROL  
VOISINS LE BRETONNEUX, FRANCE  
CONTACT@BACFRANCE.COM  
WWW.BACFRANCE.COM



CORROSION CONTROL A/S

BAC CORROSION CONTROL A/S  
FÆRØVEJ 7-9  
DK-4681 HERFØLGE

PHONE: +45 70 26 89 00  
FAX: +45 70 26 97 00

EMAIL: INFO@BACBERA.DK  
WWW.BACBERA.DK  
VAT NO.: DK 26 07 26 89

6.2. If the item is sold for later incorporation or incorporation with other items, the sale is not covered by the reservation of ownership when the incorporation or joining has taken place.

6.3. When converting or processing the sold, the reservation of ownership is maintained so that it comprises the transformed or processed item to an extent equal to the value it represented at the sale.

## 7. Delivery

7.1 Delivery takes place from the seller's address, whether the seller by his own people or by third parties in accordance with a separate agreement with the buyer brings the sold to the buyer.

7.2. The delivery time is determined by the seller in the best estimation in accordance with the conditions that exist at the time of the tender / contract. Unless otherwise expressly agreed, a postponement of the delivery time by 14 days due to the seller's circumstances is in all respects considered timely delivery, so that the buyer cannot exercise any power over the seller for that reason.

7.3. If a delay in delivery is due to the seller being in a situation as specified in clause. 12.3., The delivery time is deferred by the time the obstacle lasts, however, both parties must be entitled to cancel the agreement without liability when the obstacle has lasted for more than 3 months. This provision applies regardless of whether the reason for the delay occurs before or after the expiry of the agreed delivery time.

7.4. In the above case, the seller must notify the buyer, without undue delay, of change in delivery time.

## 8. Packaging

8.1. Packaging is at the buyer's expense, unless it is expressly stated that this is included in the price.

8.2. The packaging is only accepted returned by separate agreement.

## 9. Product information

Drawings, specifications and similar, provided by the seller before or after the conclusion of the agreement, remain the property of the seller and may not be disclosed without written agreement or otherwise misused.

## 10. Product changes

Seller reserves the right to make changes to agreed specifications without notice if this can be done without any disadvantage to the buyer.



IMPALLOY LTD  
WALSALL, UK  
SALES@IMPALLOY.COM  
WWW.IMPALLOY.COM



BAC CORROSION CONTROL  
VOISINS LE BRETONNEUX, FRANCE  
CONTACT@BACFRANCE.COM  
WWW.BACFRANCE.COM



CORROSION CONTROL A/S

BAC CORROSION CONTROL A/S  
FÆRØVEJ 7-9  
DK-4681 HERFØLGE

PHONE: +45 70 26 89 00  
FAX: +45 70 26 97 00

EMAIL: INFO@BACBERA.DK  
WWW.BACBERA.DK  
VAT NO.: DK 26 07 26 89

## 11. Deficiencies and complaints

11.1. Upon delivery, the buyer must immediately make an examination of the sold, as proper business agreements require.

11.2. If the buyer wishes to invoke a defect, the buyer shall, immediately after the defect is or should have been discovered, give written notice thereof to the seller, stating the defect. If the buyer has discovered or should have discovered the defect and he does not advertise as stated, he cannot later claim the defect.

11.3. At the seller's choice, defects in the sold will be rectified or the sold will be replaced by new delivery.

11.4. If remediation or new delivery occurs in accordance with paragraph 11.3. not within a reasonable time, the buyer is entitled to cancel the agreement, demand the purchase price or demand compensation in accordance with the general rules of Danish law and these terms of sale and delivery.

11.5. If the buyer does not claim the defect to the seller within 6 months after the delivery date, he cannot later claim it. For parts that have been replaced or repaired, according to paragraph 11.3, the seller holds the same obligations that apply to the originally sold for a period of 6 months, however, so that the seller's liability for any part of the sale cannot be extended to more than 1 year from the original delivery date.

11.6. Changing or interfering with the sale without the written consent of the seller relieves the seller of any obligation.

## 12. Limitation of Liability

12.1 A claim against the seller cannot exceed the invoice amount for the item sold.

12.2. The Seller shall not be liable for any operating loss, loss of profits or other indirect losses arising from the agreement, including indirect losses arising from delays or deficiencies in the sale.

12.3 The following circumstances impose a liability on the Seller if they impede the performance of the agreement or render the fulfillment unreasonably burdensome: Labor conflict and any other circumstances over which the parties are not masters, such as fire, war, mobilization or unforeseen military calls of similar scope, requisition, seizure, riots and disturbances, lack of means of transport, general scarcity of goods, restrictions on power, and deficiencies or delays in deliveries from subcontractors due to any of the circumstances mentioned in this paragraph. Circumstances, as mentioned, that occurred prior to the submission of the offer / the conclusion of the contract, only give rise to liability if their influence on the fulfillment of the agreement could not be foreseen at this time.

12.4. It is incumbent on the seller to notify the buyer in writing without undue delay in the event of circumstances as mentioned in paragraph 12.3.



IMPALLOY LTD  
WALSALL, UK  
SALES@IMPALLOY.COM  
WWW.IMPALLOY.COM



BAC CORROSION CONTROL  
VOISINS LE BRETONNEUX, FRANCE  
CONTACT@BACFRANCE.COM  
WWW.BACFRANCE.COM



CORROSION CONTROL A/S

BAC CORROSION CONTROL A/S  
FÆRØVEJ 7-9  
DK-4681 HERFØLGE

PHONE: +45 70 26 89 00  
FAX: +45 70 26 97 00

EMAIL: INFO@BACBERA.DK  
WWW.BACBERA.DK  
VAT NO.: DK 26 07 26 89

### 13. Returns

13.1. The sold items can only be returned after prior written agreement.

13.2. In cases where the buyer is entitled to cancel the trade or if the sold is returned to the seller for the purpose of exchange or remedy of defects, the sold must be sent to the seller in original packaging and at the buyer's expense and risk. To the extent that the seller incurs shipping costs, etc., the seller is entitled to claim these reimbursed by the buyer and deduct them against any buyer claims against the seller. Upon completion of repair or exchange, the buyer is obliged to collect the repaired or replaced item from the seller at his own expense and risk.

### 14. Product liability

For product liability, the current rules in Danish law apply at all times. To the extent that nothing else follows from mandatory rules of law. Seller is not responsible for any operating loss, profit loss or other indirect loss.

### 15. Transport of rights and duties

The seller is entitled to assign all rights and obligations under the agreement to a third party.

### 16. Disputes

Any disagreement between the parties will be decided by the courts under Danish law.