

1. Introduction

1.1. These terms of sale and delivery take effect on 1 May 2020 and apply to all sales agreements concluded after 1 May 2020. Deviations are only valid if expressly agreed in writing.

1.2. Special requirements for the products purchased dictated by the customer are not binding on Gastech-Energi A/S, unless Gastech-Energi A/S has specifically declared in writing that it accepts such special terms.

1.3. By using the products, the customer accepts liability for compliance with all relevant legislation, including any form of public law regulation. Gastech-Energi A/S, however, is liable to ensure that products are legally saleable.

1.4. Gastech-Energi A/S is only liable for advice and guidance provided in accordance with a separate agreement in writing.

2. Prices and specifications

2.1. All prices and specifications set out in catalogues, prospectuses, advertisements, artwork, price lists or the like are indicative only and may be changed at any time by Gastech-Energi A/S without notice.

2.2. All prices quoted by Gastech-Energi A/S are in Danish kroner and exclusive of VAT (25%), customs duties and any other taxes unless otherwise stated.

2.3. Prices for services under service agreements may be adjusted once a year by Gastech-Energi A/S without notice.

3. Quotations

3.1. Orders from the customer are only binding on Gastech-Energi A/S when a written order confirmation has been issued and only on the terms set out in the order confirmation.

3.2. Any objections against the order confirmation must be submitted in writing to and received by Gastech-Energi A/S within five (5) business days of the date of the order confirmation, at the latest.

3.3. Cancellation or change of orders is subject to Gastech-Energi A/S's written approval.

3.4. In case of quotations from Gastech-Energi A/S including emptying of oil tanks the customer is not entitled to compensation for any residual oil.

4. Place of delivery

4.1. Unless otherwise agreed the place of delivery for products is the customer's address (or a place of delivery designated by the customer) in Denmark.

4.2. It is the customer's responsibility to ensure stable base (slabs, concrete, asphalt or the like) on place of delivery. If this is not the case Gastech-Energi A/S cannot guarantee delivery on the date agreed upon. Repeated delivery is at the customer's expenses.

4.3. The customer is furthermore responsible for a tidy and passable assembly room.

5. Payment

5.1. Terms of payment appear from the order confirmation from Gastech-Energi A/S.

5.2. In case of late payment, Gastech-Energi A/S will be entitled to charge default interest from the due date at 1.5% per month or part of a month. In such case, Gastech-Energi A/S will also be entitled to refer the matter to an attorney for debt collection without further notice.

5.3. The customer is not entitled to withhold agreed payments, even if a service or product is defective. Payment by set-off is subject to Gastech-Energi A/S's express consent.

5.4. Gastech-Energi A/S retains ownership of all deliveries until payment has been made. If delivery has not yet taken place Gastech-Energi A/S is entitled to retain the products sold until payment has been made (if full or partly prepayment has been agreed upon). Gastech-Energi A/S is entitled to retain the products sold if the customer has outstanding amounts due to Gastech-Energi A/S (in which case the sold products will be retained until payment of overdue amounts has been made).

5.5. In case of late payment in an end user customer relationship Gastech-Energi A/S is entitled to charge interest 30 days after date of invoice and Gastech-Energi A/S is entitled to claim reminder fees according to the rules at present in force.

5.6. Gastech-Energi A/S is at any time entitled to demand full or partly prepayment as a condition of the agreement being binding.

5.7. As of 1 July 2023 a fee of DKK 49 will be invoiced for sending invoices by post. If Gastech-Energi A/S is informed of your email address, invoices will always be sent by email, unless specifically requested not to do so, in which event a fee will occur.

6. Time for performance

6.1. Time of delivery appears from the order confirmation.

6.2. If circumstances concerning the customer cause delay of delivery by Gastech-Energi A/S, Gastech-Energi A/S may determine a new time of delivery.

7. Delay

7.1. In the event of delay, the customer will be entitled to demand delivery and set a final delivery deadline of at least 20 working days by written notice to Gastech-Energi A/S, stating that the customer intends to cancel the agreement if Gastech-Energi A/S fails to deliver the agreed service within the deadline.

7.2. If delivery has not been made within the deadline set by the customer in accordance with clause 7.1, the customer will be entitled to terminate the agreement.

On termination, Gastech-Energi A/S must repay any amount paid by the customer against the customer's return of the products purchased in original packing and as new. Beyond this, the customer has no claim against Gastech-Energi A/S, and thus has no claim for damages of any kind, including for operating loss or the like. In addition, the customer may not cancel any previous or subsequent sales or service agreements.

The customer has no other remedies for breach than those stated in clauses 7.1-7.3.

If the customer is an end user the customer's rights concerning delay are governed by the Danish Sale of Goods Act, "Købelovens §§ 74-75".

8. Warranty

8.1. No warranty is given, unless otherwise agreed in writing. Gastech-Energi A/S is not liable for any warranties given by third parties, including Gastech-Energi A/S's suppliers, distributors etc.

8.2. If a warranty applies, Gastech-Energi A/S will only be liable in accordance with the warranty obligation, if Gastech-Energi A/S's products have been installed in accordance with Gastech-Energi A/S's current installation instructions; just as any start-up operations must be performed by Gastech-Energi A/S or an installer approved by Gastech-Energi A/S.

9. Defects

9.1. Upon delivery of products with visible defects (pallet or product defects) the customer must remark this on the freight bill upon delivery and at the same time inform Gastech-Energi A/S hereof. In case of hidden product defects (defects not noticeable until unpacking) the customer must immediately notify Gastech-Energi A/S and no later than 5 days after delivery. The complaint must be justified, and the defect must not be a result of incorrect use of the product or other harmful acts. Products with defects may not be taken into use without prior agreement if the customer wishes to exercise the right to make a complaint.

9.2. If the customer fails to give notice of a defect before the expiry of the deadline in clause 9.1, the product will be regarded as conforming to agreement.

9.3. If any claims for defects may be brought against Gastech-Energi A/S, Gastech-Energi A/S will be entitled or obliged to either remedy the defect, make replacement delivery or accept return of the products against repayment of the purchase price, after which the customer acknowledges full and final satisfaction of any claim as a result of the defect.

9.4. Within a reasonable time after receipt of a justified complaint, Gastech-Energi A/S will notify the customer of its choice according to clause 9.3. If Gastech-Energi A/S has not complied with its obligations under clause 9.3 within 20 working days of its submission of such notice to the customer, the customer must give Gastech-Energi A/S a final deadline of at least 10 days to remedy the defect. If Gastech-Energi A/S's obligations have not been met within this deadline, the customer will be entitled to cancel the purchase agreement, if the defect is material, or – if the defect is not material – demand a proportionate reduction of the purchase price. In case of termination, clauses 7.3 and 7.4 apply.

9.5. Gastech-Energi A/S is not liable for any operating loss, loss of profit or other indirect losses or consequential damage. Any claim against Gastech-Energi A/S may not exceed the purchase price.

9.6. Beyond the above, Gastech-Energi A/S has no liability for defects, and the customer thus has no other remedies for breach.

9.7. The right to assert remedies against Gastech-Energi A/S will in any circumstances lapse one (1) year after the date of invoice, unless legal proceedings have been instituted against Gastech-Energi A/S before this date.

9.8. Claims regarding defects caused by material provided by the customer or structures which were prescribed or specified by the customer cannot be asserted against Gastech-Energi A/S.

9.9. If any repairs of products have been carried out, or if products have otherwise been handled incorrectly, without Gastech-Energi A/S's written consent, the customer will not be entitled to raise a claim for defects against Gastech-Energi A/S.

9.10. If the customer is an end user the customer's rights concerning defects are governed by the Danish Sale of Goods Act "Købelovens §§ 78-80".

10. Product liability

10.1. Gastech-Energi A/S' product liability is governed by common rules of Danish Law.

10.2. Claims against Gastech-Energi A/S concerning product liability become obsolete according to common rules of Danish Law.

10.3. Gastech-Energi A/S is not liable for any operating loss, loss of profit or other indirect loss.

10.4. Gastech-Energi A/S's aggregate liability cannot exceed an amount of DKK 5,000,000.00.

10.5. To the extent that Gastech-Energi A/S incurs product liability towards a third party, the customer is obliged to indemnify Gastech-Energi A/S to the same extent as Gastech-Energi A/S's liability is limited in accordance with clauses 10.1-10.4.

11. Returning of goods

11.1. Unless agreement about returning of goods is made, Gastech-Energi A/S is not obliged to accept full or partial return. Agreement about returning of goods must be made in writing and in due time according to the conditions stipulated by Gastech-Energi A/S and in every respect meet current procedures for returning of goods to Gastech-Energi A/S.

12. Force majeure

12.1. Gastech-Energi A/S will not be liable for any non-performance of its obligations due to circumstances which are outside its direct control (including, but not limited to, strike, work stoppage, boycott, lockout, supply and delivery difficulties as a result of disease and virus outbreaks (epidemic or pandemic), delay or defective or substantially more expensive supplies from sub-suppliers, inability to supply/deliver raw materials, consumables or any other delivery of a satisfactory quality, fire, natural disasters, lack of means of transport or accidents during transport, war, currency restrictions, import/export restrictions as well as operational disruptions or stoppage in general), and which may delay or impede delivery or make delivery significantly more burdensome for Gastech-Energi A/S than expected.

12.2. In case of force majeure, the party not affected by the force majeure situation will be entitled to cancel the contract, if the agreed date of delivery is exceeded by more than 180 days. The party wishing to invoke force majeure must notify the other party of the start and end of the force majeure situation without undue delay.

13. Venue and governing law

13.1. Any dispute arising out of these terms of sale and delivery must be settled in accordance with Danish law, excluding however the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG), with Gastech-Energi A/S's home court as the agreed venue.

Delivery terms:

Orders for delivery on the following working day must be received no later than at 2 pm.

Delivery will be made on the following working day before 8 am, unless otherwise stated in the quote or order confirmation. Delivery free of charge in Denmark, except for islands not connected by bridges.

For delivery before 8 am on the following day, a surcharge of DKK 200 + VAT will be added.

For orders of less than DKK 2,000, a handling fee of DKK 150 + VAT will be added.