Almindelige leveringsbetingelser

Anvendelse

1. Nedenstående almindelige leveringsbetingelser finder anvendelse i det omfang, de ikke fraviges ved skriftlig aftale.

Kvalitet

2. Leverancer, herunder emballering, er i henhold til HASLE's til enhver tid gældende normer.

3. Alle oplysninger om vægt, dimensioner, tekniske og andre data anført i kataloger prospekter m.v. er omtrentlige og skal opfattes som vejledende. Sådanne oplysninger er kun bindende i det omfang, aftalen udtrykkeligt henviser til dem.

Tilbud

4. Tilbud er altid fritblivende. En ordre eller accept på tilbud er derfor først bindende, når HASLE's skriftlige ordrebekræftelse er afgivet.

Levering

5. Leveringstiden regnes fra ordrebekræftelsesdatoen – i givet fald dog først fra datoen for modtagelse fra køber af de nødvendige oplysninger for ordrens udførelse.
   Ved levering af formsten, eller anden individuel produktion skal køberen aftage det af fabrikations- og/eller brækagehensyn fremstillede merantal til den aftalte eller regulerede pris. For formsten vil merantallet være:
   Når det bestilte antal er over 100 stk. højst 5%
   Når det bestilte antal er 20-100 stk. 2-5 stk.
   Når det bestilte antal er under 20 stk. 1-2 stk.
   I tilfælde af forsinkelse har HASLE ikke ansvar for driftstab, tabt arbejdsfortjeneste, herunder avancetab eller andet indirekte tab.

Priser

6. Medmindre andet er aftalt, leverer HASLE ab lager (INCOTERMS 2020).

7. Når køber ønsker det, tegner HASLE for dennes regning særlig brækageforsikring, idet HASLE Ikke påtager sig ansvar for brækage efter indladning.

8. Medmindre andet er aftalt, er priser altid dagspriser. HASLE forbeholder sig derfor ret til regulering op eller ned efter de på leveringsdagen gældende priser. Regulering forbeholdes endvidere for omkostninger, såsom told, eksportafgifter, omsætningsafgifter, fragt, forsikring m.v.

Betaling

9. Medmindre andet er aftalt, erlægges betaling i henhold til HASLE's betalingsbetingelser.

10. Erlægger køberen Ikke betaling i rette tid, er HASLE berettiget til fra datoen for sidste rettidige indbetaling at beregne sig morarente. Denne er 1,5% per måned.

Reklamation

11. Reklamation skal afgives skriftligt.

12. Eventuelle reklamationer fra trediemand skal, såsnart de er konstateret, oplyses til HASLE gennem forhandleren, og det påhviler denne at sikre HASLE mulighed for besigtigelse af produktet. der reklameres over.

Mangelansvar

13. Ved de af HASLE godkendte reklamationer omleverer HASLE vederlagsfrit de fejlbehæftede varer, der på forlangende skal returneres til HASLE. Herudover har HASLE intet ansvar i anledning af den mangelfulde leverance. Dette gælder også driftstab, tabt arbejdsfortjeneste, herunder avancetab, eller andet indirekte tab.

Produktansvar

14. HASLE er ikke ansvarlig for skade på fast ejendom eller løsøre, som indtræder, medens materiellet er i købers besiddelse. HASLE er heller ikke ansvarlig for skade på produkter, der er fremstillet af køber, eller på produkter, hvori disse indgår. I øvrigt er HASLE ansvarlig for skade på fast ejendom og løsøre på samme betingelser som for personskade.

15. HASLE er ikke ansvarlig for driftstab, tabt arbejdsfortjeneste, herunder avancetab eller andet indirekte tab.

Ansvarsfrihed (force majeure)

16. Enhver ordre udføres under forbehold af strejker, lockout, myndighedernes restriktioner, ulykkestilfælde, krig og anden force majeure, selvom der ikke i hvert tilfælde er taget udtrykkeligt forbehold i så henseende. HASLE er ikke pligtig til at overvinde leveringsvanskeligheder ved økonomisk opofrelse.

17. HASLE er i intet tilfælde pligtig til at betale skadeserstatning at nogen art i anledning af forsinket levering.

Faglige råd

18. Den vejledning, HASLE yder med hensyn til kvaliteter, konstruktioner og andre faglige spørgsmål, har ikke til formål at overflødiggøre bistand af arkitekter og ingeniører. HASLE hæfter derfor ikke for rigtigheden eller hensigtsmæssigheden af ydet vejledning. Der hæftes heller ikke for stykantal eller lignende udregnet af HASLE på grundlag af tegninger eller andet materiale.

19. Tegninger, modeller, beregninger m.v. udarbejdet af HASLE forbliver HASLE's ejendom. Det samme gælder forme, selv om køberen er debiteret helt eller delvist for formomkostninger.

Oplagring

20. Bliver en vare, der er færdig til levering, efter købers ønske liggende på lager til rådighed for køber, sker oplagringen for købers regning og risiko, og betaling kan forlanges.

Lov og værneting

21. Alle aftaler mellem HASLE og køber, herunder disse almindelige leveringsbetingelser, skal styres af, fortolkes ifølge og håndhæves i overensstemmelse med dansk lovgivning.
   Enhver strid mellem HASLE og køber kan udelukkende afgøres ved Københavns Byret eller ved Østre Landsret, alt efter hvordan sagen måtte forholde sig.

General Terms of Delivery

Application

I. These General Terms of Delivery shall apply to the extent nothing to the contrary is agreed on in writing.

Quality

2. Supplies, including packing, shall be in accordance with HASLE's standards applying at the time in question.

3. All information concerning weights, dimensions, technical and other data stated in catalogues, leaflets, etc. is approximate and serve as general information. Such information shall be binding only to the extent it is being expressly referred to in the agreement.

Quotations

4. Quotations shall always be subject to confirmation. No order or acceptance of a quotation shall be binding until a written confirmation of order is issued by HASLE.

Delivery

5. Time of delivery shall be reckoned from the date on which the order is confirmed or if the order confirmation provides for an operative letter of credit to be issued from the date of receipt of such letter of credit, or from the date of receipt from the Purchaser of any outstanding information necessary to execute the order.
   In case of delivery of special shapes or other individual production the Purchaser must accept any additional quantities manufactured with a view to faults or breakages at the agreed or adjusted price. For special shapes the following extra quantities will be manufactured:
   Maximum 5 percent when delivery exceeds 100 bricks.
   2-5 bricks when delivery is for 20-100 bricks.
   1-2 bricks when delivery is for less than 20 bricks.
   In case of late delivery HASLE does not take responsibility for consequential loss, loss of profits or other indirect loss.

Prices

6. Unless otherwise agreed HASLE shall deliver ex stock (INCOTERMS 2020).

7a. HASLE is prepared to arrange shipment at the Purchaser's risk and account.

7b. If the Purchaser so requests, HASLE shall take out a special insurance against breakage in the name of the Purchaser and on his account as HASLE accepts no liability for breakage after loading.

8. Unless otherwise agreed, prices shall always be current prices. HASLE therefore reserves the right to effect adjustment upwards or downwards according to the prices prevailing on the date of delivery. The right to adjustment is moreover reserved with respect to costs and expenses, such as customs duty, export duty, sales tax, freight insurance, etc.

Payment

9. Unless otherwise agreed, payment shall be according to HASLE's Terms of Payment.

10. If the Purchaser fails to effect payment in due time, HASLE shall be entitled to charge a penal interest. This is 1.5% per month.

Complaints

11. Complaints shall be made in writing.

12. Any complaints from a third party shall immediately upon their becoming known be communicated to HASLE through the Distributor, who shall ensure that HASLE has an opportunity to inspect the product being the subject of a complaint.

Liability for defects

13. As regards complaints accepted by HASLE, HASLE undertakes to replace the defective goods free of charge. Such goods shall be returned to HASLE on demand. Apart from the above liability, HASLE will accept no liability with respect to defective goods supplied. This is also valid for consequential loss, loss of profits or other indirect loss.

Products liability

14. HASLE shall not be responsible for damage to property while the material is in the Purchaser's possession. Neither shall HASLE be responsible for damage to products produced by the Purchaser or to secondary products which form part of primary ones. HASLE is furthermore only responsible for damage to property to the same extent as for damage to persons.

15. HASLE shall never be liable for consequential loss, loss of profits or other indirect loss.

Exemption from liabillty (force majeure)

16. All orders are executed subject to strike, lockout, restrictions imposed by the authorities, accident, war and other force majeure, even if no express reservation to that effect is made in each individual case. HASLE shall be under no obligation to overcome delivery difficulties through financial sacrifice.

17. HASLE shall in no event be liable to pay any compensation whatsoever with respect to delayed delivery.

Technical advice

18. Any recommendations given by HASLE with respect to quality, design, and other technical matters are not intended to substitute any advice given by architects and engineers. HASLE will accept no liability regarding the correctness or appropriateness of any advice given. No liability will be accepted regarding number of units, etc. calculated by HASLE oh the basis of drawings or other material.

19. Drawings, models, calculations, etc. made by HASLE shall remain the property of HASLE. This shall also apply to moulds even if the cost of such moulds has been wholly or partly charged to the account of the Purchaser.

Warehousing

20. If, at the request of the Purchaser, a product ready for delivery, remains warehoused at the Purchaser's disposal, such warehousing shall be for the Purchaser's account and risk and may be subject to a charge.

Applicable law and choice of forum

21. All contracts between HASLE and the Purchaser, including these General Terms of Delivery, shall be governed by, construed under, interpreted and enforced in accordance with the laws of Denmark, and all disputes between HASLE and the buyer shall be settled exclusively by the City Court of Copenhagen (Københavns Byret) or the Eastern Division of the Danish High Court (Østre Landsret) as the case may be.