

Terms and Condition of Sale and Delivery, BEWI Denmark A/S

1. Force majeure strikes or lockouts domestically or abroad, machinery breakdowns, failure of energy supply, war or war-like conditions domestically or abroad, non-delivery or delays in raw materials or other similar delivery difficulties entitle BEWI Denmark A/S, at our discretion, to either partially or fully cancel the order or postpone the delivery. Cancellation of the order or postponement of delivery does not entail any obligation to compensate for direct or indirect losses that may result therefrom.
BEWI Denmark A/S shall also be exempt from liability in the event of a directive from Dansk Industri (Confederation of Danish Industry) prohibiting the delivery of materials and goods for use in trades subject to conflict and/or restrictions.
2. Materials and goods in our possession at the time of any of the aforementioned events may, at our sole discretion, be used for the full or partial fulfilment of current orders. Should the value of the Danish krone change, or should any of the aforementioned events result solely in increased costs for us in fulfilling the agreement, we shall only be obliged to proceed with the order if the buyer agrees to indemnify us by paying the additional cost as calculated by us.
3. No direct or indirect claims may be made due to any potential delay in delivery.
4. We reserve the right to a quantity deviation of +/-10%.
5. No guarantee is provided for minor colour variations.
6. Unless explicitly stated otherwise in the contract, products may contain recycled raw materials.
7. Drawings, prototypes, and similar materials remain the property of BEWI Denmark A/S, which retains all rights, including intellectual property rights, to such materials. Accordingly, they may not be copied, published, transferred, or otherwise used in violation of BEWI Denmark A/S's rights without prior written permission from BEWI Denmark A/S.
8. Tools manufactured and/or sold by BEWI Denmark A/S for use in production remain the property of BEWI Denmark A/S and cannot be handed over, even if the cost of manufacturing has been partially covered by the buyer. The buyer acquires the right to use the tool for production purposes, and BEWI Denmark A/S undertakes to insure and maintain the moulds, ensuring they remain in operational condition.
BEWI Denmark A/S is entitled to release itself from this obligation if 36 months have passed since the customer last received a delivery. In such case, BEWI Denmark A/S shall notify the customer in writing that the customer will lose their rights to the tools unless, within 30 days of receiving the notice, the customer informs BEWI Denmark A/S that they will cover the costs associated with the storage and maintenance of the tools.
Unless otherwise agreed, the buyer shall pay for the production rights to the tools with 50% upon order placement and 50% upon approval of the initial samples.
9. Any complaints must be submitted to BEWI Denmark A/S immediately upon receipt of the goods in order to be valid. Defective goods will be replaced or repaired within a reasonable period, but BEWI Denmark A/S is not obliged to compensate for any direct or indirect losses. When assessing whether a product complies with the contract, the decisive factor is whether it corresponds to a sample approved by the buyer.
10. Unless liability allocation is excluded under the Danish Product Liability Act, our liability for any damage caused by the sold goods is limited as follows: We are only liable for personal injury if it is proven that the injury was caused by fault or negligence on our part or by our personnel. We are not liable for damage to real property or movable property occurring while the delivery is in the buyer's possession. Nor are we liable for damage to products manufactured by the buyer or to products in which our goods are incorporated. Otherwise, we are liable for damage to real property and movable property under the same conditions as for personal injury. We are not liable for loss of operations, loss of profit, loss of earnings, or any other indirect loss.
11. Price increases are reserved if the raw material price rises by 5% or more between the time of order confirmation and the delivery date.
12. Products intended for contact with food are manufactured in accordance with applicable legislation. Further information is available at www.BEWI.com under "Fødevarestyrelsens kontrolrapporter" (Danish Veterinary and Food Administration inspection reports).
13. We reserve the right to deliver up to 4 days prior to the confirmed delivery date.
14. Offers are valid for 30 days from the date of quotation.
15. Unless otherwise agreed, the payment terms are 8 days net.
16. Any disputes arising from the agreement, the delivery, or any related matters shall be settled in accordance with Danish law.
17. In the event of an incorrect order of items from our standard range, only 80% of the item line will be credited. The customer shall bear all return shipping costs, and if the items are not returned in their original packaging, a fee will be deducted.
18. BEWI Denmark A/S delivers in accordance with the order confirmation and Incoterms 2020.