Sales and delivery Terms and conditions

1. Use and validity
The following conditions apply to all deliveries and orders from Unika Danmark A/S unless other written agreement between Unika Danmark A/S and the buyer. Any conditions specified in the buyer's order, acceptance letter or such like are only binding for Unika Danmark A/S if there is a written acceptance of these.

2. Offer, order and acceptance
The buyer's order and order of any kind are only binding for Unika Danmark A/S when the buyer has received a written order confirmation.
Offers from Unika Danmark A/S, which do not specify a specific acceptance deadline, will lapse, provided that compliant acceptance from the buyer is not received by Unika Danmark A/S within 2 weeks from the date of the offer.
Item and tools are always offered exclusive costs for any measurement reports and quality documentation such as PPAP. This is offered on request and separately.
Agreements on changes to or additions to the original agreement are not binding on Unika Danmark A/S without written confirmation from Unika Danmark A/S. The sale of offered goods is always reserved.

3. Tools
If the buyer has the ownership of the tool, Unika Danmark A/S is not entitled to produce items to other buyers on these tools, unless written agreement otherwise. It is the buyer's responsibility to ensure their tools, regardless of such tools may be at Unika Danmark A/S.
Tools manufactured or provided by Unika Danmark A/S can only be handed over to the buyer when these are fully paid. Upon termination of cooperation, all receivables must be paid before the delivery takes place.
Unika Danmark A/S may exert the right of retention in the tools for any claim Unika Danmark A/S may have regarding work performed for the customer.
If nothing else is agreed, buyer pays tools with: 1/3 net cash at the conclusion of the agreement. 1/3 net cash on delivery of first outcome tests. 1/3 net cash upon approval of outcome tests, however, no later than 4 weeks after outcome tests have been delivered.
4. Prices and regulations

For orders of less than DKK 3,000, the buyer is billed DKK 1,000 in handling charges.

Unika Danmark A/S reserves the right to carry out a general annual price increase, as Unika Danmark A/S also has the opportunity to increase the price of the delivery after acceptance of the order, if there have been price increases in commodities, materials and the like for the preparation of the sales item. The percentage increase that may have occurred on raw materials, materials and the like for use in the preparation of the sales item in the time from acceptance of the order to the sales item is thus completed can actually be added to the price agreed with the buyer, unless another agreement is made.

All prices are stated exclusive of VAT and other taxes unless expressly stated otherwise. All prices are stated on condition that the ordered quantity is collected together. However, Unika Danmark A/S reserves the right to partial delivery.

Costs due to change of order are borne by the buyer. Additional purchases caused by a defective order basis, changes or corrections made at the buyer’s request are also held by the buyer. Any changes of the order and cancellation can only be made if the order is not put into production and must be confirmed in writing by Unika Danmark A/S to the buyer.

5. Delivery

Delivery takes place Ex works in accordance with Incoterms 2010. The right to a quantum deviation of +/- 10% is reserved.

Minor deviations in colour and surface structure are not considered as defects in the delivery. If the number of non-usable units (Unfilled items, fins and the like) does not exceed 2% of the delivered lot, the buyer cannot make a claim against Unika Danmark A/S.

The delivery date stated in the order confirmation is an indicative date and stated in accordance with Unika Danmark A/S’ ability, unless otherwise specifically agreed.

6. Payment terms

Invoices are due 8 days, net cash if no other agreement exists. The latest timely payment date is stated in the invoice text. If payment is not made on time, an interest rate of 2% per annum is calculated from the commenced month, and calculated from the due date stated on the invoice.

Any failure to pay for partial deliveries entitles Unika Danmark A/S to withhold further deliveries until full payment has been made.
The buyer must not withhold payment or make deductions from the delivery price in relation to requirements not approved by Unika Danmark A/S.

7. Delays
If a delay in delivery arises as a result of force majeure, including a work conflict or any other circumstance which the parties are not in control of, such as fire, natural disasters, war, mobilization or unforeseen military calls of similar scope, requisition, seizure, currency restrictions, rebellion and disturbances, lack of means of transport, general shortage of goods, restrictions on driving power, and deficiencies in or delays in deliveries from subcontractors arising from any of the circumstances mentioned in this paragraph are prolonged the delivery time to the extent that it is considered reasonable in the circumstances.

If the delivery time can be expected to last longer than 4 weeks, Unika Danmark A/S, as well as the buyer, is entitled to cancel the agreement, without this being deemed to be a breach.

If Unika Danmark A/S does not deliver within the delivery period, or within, on the basis of the above provisions regarding extended delivery time, reasonable time, the buyer is entitled to, by written notification to Unika Danmark A/S, demand delivery and fix a final reasonable time limit, stating that the buyer intends to cancel the transaction if delivery does not take place within this deadline. If delivery does not take place within this deadline, the buyer is entitled, by written notice to Unika Denmark, to terminate the agreement.

The buyer cannot claim any kind of compensation, nor any consequential loss as a result of the delay.

8. Obligation to investigate
It is the responsibility of the buyer, at the latest on delivery, to carry out a thorough examination of the fact that the sales item is in accordance with the contractual agreement. The buyer is obliged to immediately report any deficiencies that may have been identified in such an investigation, and the buyer cannot later claim deficiencies that should have been identified in the prescribed investigation.

9. Warranty and Obligation
Claims in connection with defects in the sales item and delays must be written to Unika Danmark A/S and immediately upon finding the defect, however, no later than three months after receipt of the sales item. Otherwise, the buyer loses his rights. The complaint must include a statement of the nature of the defect. Regarding a possible complaint, Unika Danmark A/S has the right to check the stated
damages at the place of injury and to carry out an examination of the defective parts before Unika Danmark A/S decides whether the defect is covered by the obligation below.

If the buyer fails to comply with the rules in this provision, the purchaser shall be refused from any breach of contract, whether due to delays, deficiencies or anything else.

Upon receipt of timely and justified complaints, Unika Danmark A/S can freely choose whether Unika Danmark A/S will remedy the defect or replacement. If remediation or replacement is not done within a reasonable time, the buyer is entitled, by written notice to Unika Danmark A/S, to terminate the agreement for the part of the delivery that is defective. The buyer cannot choose to maintain the agreement and at the same time demand a proportional refusal or compensation.

If the buyer entitles the buyer to cancel the purchase, as the conditions in Danish law have been fulfilled, the buyer is entitled to claim compensation for the loss which the defect has caused the buyer, as the buyer is obliged to limit the loss as far as possible, including by purchasing the corresponding products elsewhere.

However, Unika Danmark A/S is not obliged to compensate for any indirect loss, including - but not limited to - the buyer's operating loss or lost earnings or a claim for compensation that the buyer may be faced with.

The compensation may not exceed a maximum amount of 10% of the purchase price which the buyer and Unika Danmark A/S have agreed for the part of the delivery for which the purchase is justified.

10. Disclaimer and Product Liability

Unika Danmark A/S is only responsible for personal injury if it is proved that the damage is caused by maladministration by Unika Danmark A/S or others for whom the company is responsible.

Unika Danmark A/S is not responsible for damage to real estate or movable property or the product to which the item is a part.

Unika Danmark A/S is not responsible for operating losses, lost earnings or other indirect losses. To the extent that Unika Danmark A/S may be subject to product liability towards third parties, the buyer is obliged to indemnify Unika Danmark A/S to the same extent as Unika Danmark A/S's liability is limited according to the above provisions regarding product liability. The buyer hereby agrees to be accepted by Unika Danmark A/S for any court, for which any legal action against Unika Danmark A/S regarding product liability may be brought.

If a third party makes a claim against either Unika Danmark A/S or purchasers for liability under this paragraph, the receiving party must immediately inform the other party.
11. Property and intellectual property rights

Unika Danmark A/S reserves the right to the ownership of the goods sold, subject to the limitations imposed by mandatory legal rules until the entire purchase price plus any costs and interest has been paid. When converting or processing the sold goods, the property relationship is maintained so that it comprises the converted or processed object to an extent corresponding to the value the sold goods represented at the sale.

The buyer bears responsibility for the fact that he holds the necessary intellectual property rights in connection with the manufacture of the products and that they do not infringe the rights of third parties.

12. Governing law and venue

Unless otherwise agreed, any dispute between the parties shall be settled in accordance with Danish law at the Court of Aarhus at first instance. However, disputes must always first be settled amicably.

13. Return

Goods are only returned in exceptional cases and by prior arrangement in each case, and only if the goods are intact and unbroken, undamaged and original packaging. Otherwise, the product may be rejected.

Upon agreed return, the goods are always returned free of charge and always enclosed with a copy of the delivery note or invoice. Upon return, a cost deduction is calculated which is deducted from the credit.