

SAMSON PUMPS

Terms of sale and delivery

In general

These terms of sale and delivery are in force for all agreements entered with Samson, unless Samson accepts another basis of an agreement. Samson reserves the right to alter the terms of sale and delivery at an immediate notice.

§ 1 - Advice

- 1.1 Samson shall only advise the Buyer within his own field of experience and according to his best knowledge at the time of advice, but Samson makes reservations that a later learned experience may result in other solutions.
- 1.2 Advice shall only happen on the basis of information displayed, which cannot be verified.

§ 2 - Offer and Acceptance

- 2.1 No final agreement between the parties exists, before Samson has given acceptance in the form of a written order confirmation/invoice.
- 2.2 Samson's performance only includes the products specified in the order confirmation. Complaint of any disagreement must be given immediately.
- 2.3 Samson disclaims responsibility, if the products meet the judicial precepts in the receiving country.

§ 3 - Time of delivery

- 3.1 The time of delivery appears from the order confirmation/invoice.
- 3.2 The time of delivery shall be postponed, if the Buyer has not given sufficient informative to the completion of the sale, or if other obstructions stated in § 9 exist.
- 3.3 Delay with delivery shall be handled according to the general purchasing judicial law. Under no circumstances the Buyer is entitled to recompense for damage.
- 3.4 Should the Buyer omit to receive or to collect the goods, Samson can terminate the agreement and claim for recompense for damage.

§ 4 - Place of delivery and risks

- 4.1 Delivery is ex works, so the Buyer bears the risk for events happening after delivery. This is also in force even though Samson pays the transport expenses.
- 4.2 Unless separately agreed, the Buyer shall attend to the expenses in connection with transport, insurance etc.

§ 5 - Terms of payment

- 5.1 Unless otherwise specified in the offer, the order confirmation or similar documents, the terms of payment are Net 10 days from date of invoice.
- 5.2 In case of payment after maturity, interest rates are calculated at 2% per month
- 5.5 An administration fee of 27,- Euro will be added orders smaller than 70,- Euro.
- 5.6 All returns of goods without any previous agreement with Samson can be charged with a fee of 10% by return.

§ 6 - Ownership reservation

- 6.1 Samson reserves the ownership of the goods sold, until the entire purchase amount has been paid.

§ 7 - Defect liability

- 7.1 On the receipt the Buyer shall examine the consignment to ensure that the delivered is with no defects and according to the order confirmation. If the Buyer wants to invoke a shortage, the complaint must happen immediately on the receipt or immediately after the shortage has been discovered.
- 7.2 Samson shall be liable regarding defects in terms of working and material errors 12 months from delivery. Samson shall only be liable for defects, if the Buyer can prove that the product is defective and mounted correctly in compliance with Samson's mounting instructions and approved practice and the regulations.
- 7.3 If in the period of complaint errors are discovered as mentioned in 7.1, Samson shall be entitled to undertake relief at his own workshop, at Buyer's address or to undertake replacement. Freight to and from Samson and expenses for mounting shall be paid by the Buyer.

7.4 If the Buyer proves that repeated repair attempts did not supply a need, the purchase can be cancelled. Unless it is a matter of a rudely negligent act from seller's side, the Buyer is not entitled to a compensation or to a pro rata reduction.

- 7.5 Under no circumstances, nor by rude negligence, Samson is responsible for working deficit, loss of time, loss of profit, or similar indirect losses due to a deficit of the delivered.

§ 8 - Product Liability

- 8.1 The Seller is liable for product liability for personal injury in compliance with the current Danish law.
- 8.2 Samson is only liable for damage on real property and movables, if it is proved that the damage is due to rudely negligent acts or negligence committed by Samson or others, who is under the responsibility of Samson. Samson is under no circumstances liable for products produced by the Buyer or for products, in which the item is delivered by Samson.
- 8.3 To the extent Samson is imposed product liability against a third party, the Buyer is obliged to indemnify Samson to the extent as Samson's liability is limited according to these terms of delivery. If the third party puts forward a claim against one of the parties according to this clause, this party shall immediately inform the other party hereof. The Buyer shall be obliged to accept action at a court handling with compensations, which are made against Samson on basis of damage and alleged to be caused by the consignment.
- 8.4 Under no circumstances, nor by rude negligence, Samson is liable for working defect, loss of time, loss of profit or similar indirect losses or in similar losses due to product liability damage.
- 8.5 Even though, in some cases, Samson might withdraw his claims or rights against the Buyer, this has not the effect that Samson has withdrawn such claims and rights in other cases than the specific agreed.

§ 9 - Force Majeure

- 9.1 Samson is entitled to terminate the agreement against written notice to the Buyer, when its performance within reasonable time becomes impossible for Samson due to natural disasters, labour disputes, strikes, lockouts or any other event such as war, sabotage, fire, lack of transport possibilities, lack of goods or similar matters, which are beyond Samson's control. The same is in force regarding delay with or lack at delivery from sub-supplier. Samson shall not be liable for damages against Buyer in these cases.

§ 10 - Drawings and Descriptions

- 10.1 All specification and information about weight, dimension, capacity and technical data specified in our catalogues, brochures, circulars, advertisements, picture materials etc. are approximate.
- 10.2 Samson reserves the right to modify the constructions currently.

§ 11 - Applicable Law and Place of Jurisdiction

- 11.1 Any dispute between Samson and the Buyer shall be settled by use of the Danish Law.
- 11.2 The Jurisdiction is home court for Samson, which is Vestre Landsret (the Western High Court), if the current rules being in force for High Court processing are fulfilled.

§ 12 - Translation

- 12.1 Guiding translation of these terms of sale and delivery in English, German, French can be ordered at Samson. At any disagreement the Danish edition shall have priority.