General Conditions of Sale and Delivery for JVL A/S

In general, these General Conditions of Sale and Delivery shall apply to all offers, sales, deliveries and services of goods ("Goods") from JVL A/S ("JVL") to its customers ("Customer"). Any standard conditions or purchase conditions from the Customer shall not apply unless expressly agreed hereto in writing by JVL. **Any deviations from these general conditions must be approved in writing by JVL.**

Offers

Unless otherwise specifically stated, offers made by JVL are non-binding.
Offers shall only be binding for JVL to the extent that JVL is still able to offer the prices, delivery times and other conditions stated in the offer, at the time when the offer is accepted by the Customer and JVL sends an order confirmation to the Customer's purchase order.
JVL reserves the right to adjust the prices in accordance with the exchange rate applicable on the date of delivery.
All prices are exclusive of VAT and other taxes.

Orders

JVL confirms the order from the Customer by issuing an order confirmation or invoice. An order cannot be cancelled unless it is explicitly stated on the order confirmation or JVL's offer or otherwise agreed to in writing. Cancellation rights cannot be agreed to for non-stock Goods, or Goods bought or produced specifically for the Customer. In the event of cancellation, a fee proportionate to the value of the relevant order shall be charged.

Delivery

JVL's terms of delivery are Ex Works (EXW) Incoterms® 2020, excluding packaging. Orders are shipped on the Customer's own account and risk. Unless JVL has received explicit instructions in writing from the Customer, JVL shall decide on shipment form and route.

Time of delivery

Delivery times are provided for guidance only and do not constitute binding deadlines. In the event of a significant delay caused by JVL's neglect, the Customer may be entitled to damages in accordance with applicable law. The Customer's claim is limited to direct documented loss. Further, the Customer's claim is limited to 25 % of the purchase value for the delayed Goods.
JVL is not liable for delays or other discrepancies caused by force majeure similar events, including but not limited to strikes, lock-out, war, unrest, fire, import or export bans, transport difficulties, general scarcity of Goods or other circumstances outside of JVL's control, including delayed or defective deliveries from JVL's suppliers due to the above-mentioned circumstances.

Payment

Payment shall be made net cash unless otherwise agreed in writing. Wire transfer to our bank is accepted as payment, in the currency which the invoice was issued, with the condition of bank expenses share (SHA) Each party pays their own expenses. The Payer (sender of the payment) will bear all of the payment transaction fees, in case another payment method is agreed upon in writing.
The Customer is not entitled to withhold or set off any payments in any counterclaims. In the event of late payment, JVL shall be entitled to charge interest, at a rate of 10% per annum, from the due date until payment in full, as well as a fixed debt recovery fee of EUR 50 per overdue invoice, to the extent permitted by applicable law. JVL is entitled to withhold any further deliveries in the event of late payment.

Retention of title

The Goods remain the property of JVL until full payment and all incurred costs have been paid to JVL. Upon conversion or processing of the Goods sold, JVL's retention of title shall apply to converted or processed products to an extent corresponding to the value of the Goods sold.

Product information

Any product information including, but not limited to, the weight dimensions, quality, technical and other data that appear from catalogue, description, prospects, advertisement etc., and regardless of whether the information is given in writing, orally, electronically, online or via download, should be considered as informative only, and shall only be binding to the extent that JVL expressly refers thereto in an offer or an order confirmation. Specific Customer requirements are only binding if JVL confirms such requirements in writing.

Notification of defects

The Customer shall conduct a thorough inspection and testing of the purchased Goods upon receipt and shall immediately notify JVL in writing of any defects. Visible defects shall be notified to JVL in writing no later than 8 days after delivery. Other defects shall be notified in writing immediately after the Customer has become aware or should have become aware of that defect.
In the event of the Customer not notifying JVL in accordance with this section, the Customer shall be deemed as having waived their rights to claim any remedies for such defect or discrepancy.
The Customer shall bear the costs of returning Goods to JVL.

Warranty

JVL shall use its best endeavors to supply Goods which comply with the standards and specifications stated in JVL's data sheets and those of JVL's suppliers, as well as other technical specifications. If these specifications have not been met, JVL shall, at its own discretion and within the warranty period, either repair or exchange the defective unit(s). The warranty period is one year from delivery for JVL's products. For Goods delivered from JVL's sub-suppliers, the warranty conditions for such suppliers shall apply.
JVL's warranty obligations do not apply to defects or faults caused by circumstances which arise after the risk has passed to the Customer. Defects resulting from abnormal wear, damage, inadequate maintenance, incorrect installation or faults following repair work not carried out by JVL are not subject to warranty. Further, JVL's warranty obligation shall not apply to reasonable wear and tear. All returns for investigation and repair must be accompanied by the Return Material Authorization (RMA) number issued by JVL. The Customer shall bear the costs of returning Goods to JVL.

Limitation of liability

JVL is only liable for the Customer's documented direct loss. JVL is not liable for the Customer's loss of production, profit, income, goodwill or any other consequential or indirect loss suffered by delayed or defective Goods.
JVL is not liable for the Goods' suitability for the Customer's intended purpose, unless JVL has been made explicitly aware of such purpose and warranted the Goods' suitability hereto.
JVL's liability is limited to 25 % of the purchase value for the delayed or defective Goods.

Return of Goods

Goods shall only be returned following previous agreement in writing with JVL, who will, if the return is accepted, provide Customer with a return number. The return of Goods bought or produced to the Customer's specifications shall normally not be accepted. The return of other, undamaged Goods in original packaging, may be accepted at the Seller's discretion and subject to a fee proportionate to the value of the relevant order. Returned Goods shall be delivered to JVL's address at the Customer's own expense and risk.

Product liability

To the extent required by applicable law, JVL shall be liable for personal injury or damage to property caused by faults or defects in the products or services supplied. JVL shall in no event be liable for loss of production, profit or other consequential or indirect loss.

Prohibition of resale and use for certain purposes

The Customer warrants that JVL's Goods shall not be used or resold for purposes that have any connection to chemical, biological or nuclear weapons or to missiles capable of carrying such weapons.
The Customer warrants that JVL's Goods shall not be sold to individuals, companies or any other organization, if the Customer is aware of or suspects that they are related to any kind of terrorist or drug activity.
JVL's Goods may be subject to export control regulations and therefore subject to restrictions on sales to certain countries or customers subject to export or import bans. The Customer shall comply with all such restrictions when reselling JVL's Goods to these countries or customers.
The Customer shall not resell JVL's Goods if there is any doubt or suspicion that the Goods may be used for purposes in violation of the above stated.
If the Customer is aware of or suspects that the above conditions have been violated, the Customer shall immediately notify JVL hereof.
The Customer shall fully indemnify JVL against any and all claims whatsoever against JVL which are caused by the Customer's non-compliance with this section.

International sanctions

The Customer warrants that the Customer does not violate sanctions issued by the United States, the EU and the United Nations, as well as other national and local sanction laws.
The Customer warrants that neither the Customer, none of the Customer's subsidiaries or parent companies, any member of the Customer's management or other employees of the Customer infringes, have violated or are being investigated for violations of sanctions issued by the United States, the EU or the United Nations, as well as other national and local applicable laws.
The Customer shall fully indemnify JVL against any and all claims whatsoever against JVL which are caused by the Customer's non-compliance with this section.

Special provisions

In so far as the above conditions prove insufficient, reference is made to Danish applicable law.

Governing law and venue

These general terms and any individual sales of Goods made hereunder shall be governed by and construed in accordance with Danish law. In case of disputes between JVL and the Customer, such disputes shall, if the parties fail to reach agreement through negotiation, be brought before the Maritime and Commercial Court in Copenhagen. If the Maritime and Commercial Court declares itself incompetent, the case shall be brought before the City Court of Copenhagen or the Eastern Division of the Danish High Court in accordance with the provisions of the Danish Administration of Justice Act.