

General Terms and Conditions of Sale

Scope of Applicability

1. These General Terms and Conditions of Sale ("GTCS") apply to all sales of goods by us notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from you. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.
2. We reserve the right to change these GTCS at any time. We will give you thirty calendar days' notice of any changes by posting notice on our website.

Conclusion of Agreements

1. In connection with material deliveries for construction projects, the following provisions also apply, subject to other provisions, where ATG Profile ApS grants an extended right of claim:
2. ATG Profile ApS' responsibility for defects in deliveries expires 10 years after the completion of the construction project of which the delivery is part. However, in the case of deliveries to the warehouse or for resale, the deficiency liability ceases within 11 years after the date of delivery with the buyer. ATG Profile ApS accepts that claims due to deficiencies in deliveries that cannot or cannot be passed on to the buyer with great difficulty, can also be claimed directly against ATG Profile ApS. However, this defect liability can only be claimed to the extent that it is ATG Profile ApS' own supply, which is defective, and furthermore only to the extent that follows from ATG Profile ApS' own contractual relationship with the buyer, including the present general sales and delivery. However, ATG Profile ApS accepts, in any event, that due to the mutual relationship between the parties, an action can be brought against ATG Profile ApS and the buyer jointly, and such claims can be dealt with by the arbitration court for construction companies.

Prices

1. All prices are net prices excl. VAT and possibly other government charges.
2. Should there occur before delivery is made from ATG Profile ApS 'suppliers, price increases or the like, e.g. if customs duties or other taxes are increased, the announced selling price may be increased accordingly before delivery.
3. Any other costs associated with the delivery (such as port charges, laying fees, waiting fees, traffic charges and tolls, tolls and charges for use of waterways and the like), packaging costs, fees for renting and using packaging (containers, barrels, sacks, boxes, pallets, railway containers, etc.), as well as the costs of returning, disposing and destroying packaging, are paid by the buyer.

Service

ATG Profile ApS provides technical guidance and assists customers with our experience. This guide is for guidance only and ATG Profile ApS assumes no responsibility for the design and execution itself.

Offer

Offers are valid for 30 days, unless otherwise agreed. If the deliveries are split up and not delivered as offered, reservations are made for the final price.

Payments and offsets

1. Unless there is another written Agreement, all deliveries must be paid net in cash upon delivery.
2. And possibly cash discount is calculated solely by the value of the goods, excluding VAT, shipping, packaging and any other charges and surcharges.
3. In case of late payment from the buyer, interest is calculated according to the provisions of Danish interest law and with the delivery date as the due date.
4. The Buyer is not entitled to withhold any amount on the basis of any counterclaim against ATG Profile ApS that is not recognized by ATG Profile ApS at the time of payment.
5. The buyer is only entitled to the agreed cash discount if all due invoice amounts according to other deliveries from ATG Profile ApS have been paid.

Delivery

1. Unless otherwise agreed, the Products are sold to the buyer or buyer's warehouse or building site. "Ex Works". Incoterm's set of rules applies at all times to the Agreement.
2. Delivery takes place on trucks up to 25 T gross. The buyer must provide satisfactory access conditions as well as the necessary aids and the necessary personnel for unloading. The approach must be cleared regardless of the season and be able to carry fully loaded trucks. Delivery is made at street level at the place where possible according to the driver's assessment.
3. The delivery time is stated to the best of our knowledge and is freely available unless expressly stated as a fixed delivery time. A specified delivery time is counted from the order date if the buyer has provided all necessary information in advance, otherwise later. A fixed delivery time cannot in principle be changed by the buyer.
4. If the delivery is delayed for more than 4 weeks compared to an agreed fixed delivery time, the buyer can cancel the contract.
5. The buyer has no claim for damages as a result of delay if the delay does not exceed 4 weeks or if no fixed delivery time has been agreed, and the delay is not due to intention or gross negligence on the part of ATG Profile ApS. The compensation may amount to 1% of the net value of the Product per commenced week, which the delay lasts beyond 4 weeks or beyond an agreed delivery time, and the damages can never exceed 10% of the net worth of the goods. ATG Profile ApS will not be liable for any loss of operations, loss of profits or other indirect losses with the buyer or the customer's customer.
6. If the buyer fails to receive a delivery, ATG Profile ApS will keep it for a maximum of 14 days at the buyer's expense. The buyer can within these 14 days and only if the buyer at the same time reimburses all ATG Profile ApS expenses, even pick up the delivery at the warehouse. If the buyer does not pick up the delivery before the expiry of the 14 days, ATG Profile ApS has the right to cancel the purchase and claim damages, cf. Delivery point 7.

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7. If the buyer decisively refuses to receive the delivery, ATG Profile ApS has the right to sell to third parties the materials covered by the delivery freely without any deadline. At the same time, ATG Profile ApS is entitled to replace the trading profit that ATG Profile ApS would have had had the purchase been completed. The trade margin is calculated as the difference between ATG Profile ApS' purchase price and ATG Profile ApS' price on resale.

Retention

ATG Profile ApS reserves the ownership of the goods delivered until the purchase price is paid in full.

Complaint

1. The buyer must check the delivery immediately after receipt for quality and quantity and for any transport damage.
2. Any complaint arising from any defect or quantity found or ought to have been ascertained by such inspection shall, in order to be valid, be made in writing without undue delay and not later than 8 days from delivery by the buyer. Other deficiencies must be advertised immediately after the date on which the purchaser ascertained or should have ascertained these reservations for the provision in "Complaints". a complaint must be made within one year from the date of delivery.
3. ATG Profile ApS assumes no responsibility for the consequences of the use of defective materials in the construction, if the defects in the materials are or could be discovered in connection with the insertion of the defective materials in the construction.

Responsibility for deficiencies

1. In the event of any defects for which ATG Profile ApS is liable due to accidental or negligent actions, ATG Profile ApS is free to choose whether to repair or redeliver.
2. The buyer can only claim deficiency claims if the buyer has filed a timely complaint, cf. above, and has followed ATG Profile ApS' regulations for treatment or assembly, etc. of the individual Products.
3. ATG Profile ApS' liability for defects is in accordance with "Complaint 1." limited to the above improvement and any further liability on the part of ATG Profile ApS as a result of defects in the delivered Product, including the loss of the buyer or the customer's customer, loss of profits or other indirect losses are excluded.
4. Any repair or redelivery will not result in any extension of the complaint time.

Clause for Construction Delivery

1. In connection with material deliveries for construction projects, the following provisions also apply, subject to other provisions, where ATG Profile ApS grants an extended right of claim:
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claims due to deficiencies in deliveries that cannot or cannot be passed on to the buyer with great difficulty, can also be claimed directly against ATG Profile ApS. However, this defect liability can only be claimed to the extent that it is ATG Profile ApS' own supply, which is defective, and furthermore only to the extent that follows from ATG Profile ApS' own contractual relationship with the buyer, including the present general sales and delivery. However, ATG Profile ApS accepts, in any event, that due to the mutual relationship between the parties, an action can be brought against ATG Profile ApS and the buyer jointly, and such claims can be dealt with by the arbitration court for construction companies.

Product liability

1. ATG Profile ApS is liable for any damage caused by the materials supplied, to the extent that such damage is covered by the Product Liability Act. If any damage is not covered by the Product Liability Act, ATG Profile ApS' liability is limited to the net selling price.
2. ATG Profile ApS disclaims any responsibility for damage to property, loss of operations, loss of profits or other indirect losses of the buyer or buyer.
3. If ATG Profile ApS assumes Product liability to third parties, the buyer is obliged to release ATG Profile ApS to the same extent as ATG Profile ApS' liability is limited in accordance with these provisions. In addition, the buyer is obliged to sue as a defendant in the same court as the one who deals with any claim for damages against ATG Profile ApS.
4. ATG Profile ApS has taken out a Product liability insurance with a recognized insurance company.

Force majeure

ATG Profile ApS will not be liable if the non-fulfillment is due to circumstances over which ATG Profile ApS is not the master and who could not or should not have been foreseen at the conclusion of the Agreement. ATG Profile ApS shall not be liable for other circumstances which fall under force majeure and which result in a deficiency in the goods under the contract or on the goods to be used for the manufacture thereof.

Jurisdiction

Any dispute between the buyer and ATG Profile ApS is settled by the Danish courts using Danish law with ATG Profile ApS' domicile as venue.

Partial void

If any provision of these General Terms and Conditions of Sale or provision in other Agreements between the buyer and ATG Profile ApS is or becomes invalid, the validity of all other provisions or Agreements will not be affected by this.