

General terms of delivery and sales

1. Basis for agreement

Any agreement and/or delivery are according to the present General Terms of Delivery and Sales, unless any other written agreement has been made.

2. Offers

Offers apply 30 days from date of letterhead, after which the offer becomes invalid.

3. Orders

Orders are only binding after written confirmation from Hexa-Cover A/S. The agreement is considered concluded thus accepting the conditions of the order confirmation, unless buyer has handed in a written complaint no later than 7 days from receipt of the order confirmation.

The buyer must report VAT number when signing an agreement with Hexa-Cover A/S.

4. Delivery and delay

Delivery takes place ex Works, Incoterms 2010. Dispatch takes place on cost and risk of the buyer.

Delivery time as indicated in item 2 unless otherwise stated by offers from Hexa-Cover A/S, or in the order confirmation.

In questions of actionable delay, Hexa-Cover A/S limits its compensation to a maximum of 10% of the purchase price of the delayed delivery.

5. Packaging

If the buyer desires special packaging there is an additional charge.

6. Interest

All invoices are due for payment net 14 days after date of invoice. Payment after due date, will be charged 2% interest per initiated month, with monthly addition of interest.

7. Retention of ownership

Hexa-Cover A/S keeps ownership of the sold commodity until the full purchase sum is disbursed.

8. Deficiencies and complaints

The buyer is obliged to check the commodity as soon as it appears on the buyer's location.

If the buyer wants to claim a deficiency in the commodity, the buyer must immediately inform Hexa-Cover A/S. The report of the alleged deficiency must contain specified data of this. If the buyer omits to complain as specified, the buyer cannot validate the complaint.

Under all circumstances complaints must be made to Hexa-Cover A/S in writing within 1 month from delivery. Hence, the buyer cannot claim deficiencies after this period.

9. Limited liability

Hexa-Cover A/S offers a 10 years limited warranty, in respect of the “Instructions of use and installation” and the following:

In liability cases which release deficiencies or complaints of the goods delivered by Hexa-Cover A/S, Hexa-Cover A/S is limited to remedy the damage if possible, and/or Hexa-Cover A/S can choose to make a new delivery or pay the incurred damages limited to the invoiced amount. Hexa-Cover A/S is, thus, not obliged to compensate any further direct or indirect loss, including operating and profit losses.

Hexa-Cover A/S is not responsible for damages or losses due to negligence of the instructions in the “Instructions for Use” manual supplied with the Hexa-Cover® units / to be found at www.hexa-cover.com

Hexa-Cover A/S is not obliged to compensate possible damages caused by installation, stirring / mixing / agitation and pumping, and any other handling of Hexa-Cover® Floating Cover.

Hexa-Cover A/S shall not be liable for indirect, special, incidental or consequential damages of any description, whether arising out of warranty or any other contract, negligence or other tort, or otherwise.

This Limited Warranty does not cover any health related problems, injury, or drowning associated with installing, stirring / mixing / agitating or pumping, or in any other way handling the Hexa-Cover® Floating Cover. Owner assumes all responsibility for any and all loss, damage, injury, drowning, or death rising in connection with the Hexa-Cover® Floating Cover. Owner hereby indemnifies supplier from and against all losses, costs, or expenses (direct, indirect, special or consequential) that may arise in connection with the operation of Hexa-Cover® Floating Cover.

10. Product liability

Hexa-Cover A/S is only liable for personal injuries if the damage is caused by deficiency or negligence caused by Hexa-Cover ApS. The liability for personal injury by Hexa-Cover A/S can, at no time, exceed the compensation pursuant to Danish law.

The buyer must indemnify Hexa-Cover A/S to the extent to which Hexa-Cover A/S is imposed with liability of damage and loss to third party, which Hexa-Cover A/S, pursuant to the following items, is not liable for with regards to buyer.

Hexa-Cover A/S is not responsible for damages caused by the delivered products: a. On real or personal property if the damage occurs after the sold products have been delivered to buyer's charge. b. On equipment or installations used for handling of the liquids covered by the products delivered by Hexa-Cover A/S.

Hexa-Cover A/S is not responsible for losses in operations, profit or other indirect losses.

Hexa-Cover A/S product liability to the buyer, in cases of damage to property, amounts to a maximum of DKK 500.000 per case of loss. An accidental damage is defined as the sum of all damages caused by the same error or neglect. This upper amount limit does not apply in cases of gross negligence shown by Hexa-Cover A/S.

If a third party raises issues regarding product liability against either Hexa-Cover A/S or the buyer, both parties are mutually committed to notify each other on this subject, as are both parties mutually committed to take it into court where the case has been raised against one of the parties' alleged product liability concerning those of Hexa-Cover A/S sold products, as, equivalently, the parties mutual relationship can be settled at the same court.

11. Force majeure

Hexa-Cover A/S is not liable to an otherwise actionable lacking contractual fulfillment of the agreement in cases of war, labor dispute, fire, seizure, lack of transportation, or similar circumstances that Hexa-Cover A/S, within reason, could not predict when the agreement was made. This also applies for Hexa-Cover A/S sub suppliers.

12. Applicable law and venue

All disputes between Hexa-Cover A/S and buyer are to be settled at the court in Aalborg, respectively Vestre Landsret, and according to Danish Law.

13. Severability

If any provision or portion hereof is held to be unenforceable by final order of any court of competent jurisdiction, the remaining provisions shall nonetheless be enforceable in accordance with their terms. Further, in the event that any provision is held to be over-broad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable laws and shall be enforced as amended. The provision of this Limited Warranty shall prevail over any conflicting or inconsistent provisions of any other agreement between the parties hereto, except as such provisions further restrict supplier's liability.

14. Modification and waiver

No purported amendment, modification or waiver of any provision shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Limited Warranty or of the same circumstance or event upon recurrence thereof.