

Standard terms and conditions of sale and delivery for ML Industries A/S

1. Application

1.1. These standard terms and conditions of sale and delivery apply to all deliveries from ML Industries A/S, unless otherwise agreed in writing.

2. Quotation & order conclusion

2.1. Offers made by ML Industries A/S are valid 30 days from the date of the offer. Binding orders are only concluded when ML Industries A/S' written order confirmation has been placed. In the event of a discrepancy between offers and acceptance of offers, ML Industries A/S order confirmation applies.

3. Delivery

- 3.1. Delivery takes place ex works in accordance with applicable Incoterms. In the case of ML Industries A/S cannot deliver in a timely manner, as a result of circumstances that must be judged as force majeure, the delivery time is postponed. In these cases, ML Industries A/S must notify when delivery can be expected to take place.
- 3.2. If it has been agreed at the time of placing the order, that the buyer collects the delivery himself and the buyer cannot complete the collection at the agreed time, ML Industries A/S will ensure that the delivery is stored at the buyer's expense and risk.
- 3.3. If, upon notification of completion of the delivery, the buyer does not see himself able to receive the delivery, ML Industries A/S ensures that the delivery is stored at the buyer's expense and risk. However, ML Industries A/S will invoice the buyer for the delivery upon notification of completion.
- 3.4. In the case of delay, ML Industries A/S is not liable for indirect losses, e.g. lost profits, operating losses, consequential damage or costs.

4. Price & payment

- 4.1. All prices are stated in Danish kroner excl. VAT, transport, taxes and duties and packaging.
- 4.2. Packaging in the form of EUR pallets and pallet frames delivered by ML Industries A/S will be credited -25% upon return delivered freely to our address, within 3 months from delivery.
- 4.3. The terms of payment are 14 days net unless otherwise agreed. In case of late payment, interest of 6.5% per commenced month from the due date will be added. In case of late payment, ML Industries A/S is entitled to calculate a reminder fee of DKK 100 for each written reminder.
- 4.4. Delay, defects, or other claims on the part of the buyer do not entitle the buyer to withhold the purchase price or make a set-off, so that the buyer is obliged to pay the purchase price as if non-conformity delivery had taken place on time, referring the buyer for recovery.
- 4.5. On all paint orders under DKK 5000.00 excl. VAT, in the same color, is charged a separate order start fee of DKK. 495,00 excl. VAT.
- 4.6. On all orders, a separate environment & energy surcharge will be charged when invoicing. Current rate is 9.8% (Rate regulated according to market costs)

5. Property Rights

5.1. ML Industries A/S delivery remains the property of ML Industries A/S until full payment has been made.

6. Liability for defects

- 6.1. The buyer is obliged to examine the delivery as soon as possible and no later than 3 days from delivery. Any defect that could be detected by such an examination must be advertised in writing no later than 5 days after receipt of the delivery to be eligible.
- 6.2. In case of defects, ML Industries A/S is obliged and entitled to remedy these by carrying out repair or replacement at ML Industries A/S's choice. Any errors and omissions do not entitle the buyer to a reduction in the price and/or termination of the agreement.

- 6.3. If ML Industries A/S acknowledges the existence of errors or defects, the buyer must return the defective to ML Industries A/S at the buyer's expense and risk.
- 6.4. ML Industries A/S is not liable for errors or omissions attributable to the buyer providing the material or anything else for the delivery.

7. Design and quality requirements

- 7.1. The following requirements are imposed on the buyer's preparation of the item before processing, provided that the buyer has delivered the material. Reservations are made for defects and damage to the surface due to lack of preparation, which may only appear after pre-treatment or varnishing – including galvanizing and zinc-coated surfaces that have already been surface treated and where the quality of the treatment is dependent on the existing prepared surface treatment.
- 7.2. Concerning painting of steel and aluminium, it is the buyer's responsibility to state the corrosion class and where the workpiece is to be used. If quality requirements have not been agreed in advance with reference to the subject or description, ML Industries A/S assumes that items are suitable for the agreed treatment so that a satisfactory result is possible to achieve. If ML Industries A/S investigations show that the result of the agreed treatment is uncertain, ML Industries A/S may withdraw from the agreement or require the buyer to agree in writing not to make a claim for defects against ML Industries A/S, if the buyer nevertheless wants the items treated as agreed.

If the tender documents specify both outcome requirements and treatment method, the treatment method takes precedence in case of discrepancies. Unless otherwise stated, quality control is carried out in accordance with ML Industries A/S quality assurance program.

7.2.1. Unless otherwise stated, the offer is based on the surface being prepared for the agreed surface treatment, including:

- 7.2.1.1. that edges are machined (rounded, chamfered);
- 7.2.1.2. that all welds occur during interruptions and without pore holes;
- 7.2.1.3. that welds do not contain significant burns (lateral shards);
- 7.2.1.4. that all slag, weld spatter, shavings and glow shells have been removed;
- 7.2.1.5. that all items are fitted with suspension holes;
- 7.2.1.6. that all closed pipes and structures are fitted with drainage holes;
- 7.2.1.7. that the workpieces are scratch-free and ready for painting;

7.2.2. Paintwork is, unless otherwise agreed, carried out corresponding to corrosion category C2 – and is in any case subject to the condition that the design is carried out in accordance with DS/ISO 12944-3.

- 7.3. When producing products in the metal department, the following requirements for tolerance apply.

7.3.1 Machined components according to EN/ISO 2768 – class m

(Used for the following processes.: CNC machining, cutting, drilling, threading, laser cutting)

7.3.2 Cold-formed components according to EN/ISO 13920 – class B

(Used for the following processes.: Tube-profile bending and rolling, wire bending, sheet metal working)

7.3.3 Welded constructions according to EN/ISO 13920 – class B

(Used for the following processes.: Welding)

The above tolerance tables and EN/ISO norms are available on our website

[Tolerancer-EN/ISO normer · ML Industries A/S](#)

8. Product Liability

- 8.1. Product liability applies to the rules in force at any time in Danish law. However, ML Industries A/S is never liable for operating losses, lost earnings, consequential damages or other indirect losses or costs.
- 8.2. ML Industries A/S is not liable for damage caused by the delivery
 - 8.2.1. on third parties, immovable or movable property which occurs while the delivery is in the buyer's possession or resold to a third party.
 - 8.2.2. on products manufactured by the buyer or on products in which these are included, or for damage to third parties, real estate, or movable property that these products cause as a result of the subject matter.



- 8.3. The Buyer shall indemnify ML Industries A/S to the extent that ML Industries A/S is held liable to third parties for such damage or loss for which ML Industries A/S is not liable to the Buyer in accordance with the above.
- 8.4. If a third party makes a claim against ML Industries A/S, the buyer is obliged to be sued in the same court that hears the claim for damages against ML Industries A/S.

9. Applicable law and disputes

- 9.1. Any dispute that may arise between ML Industries A/S and the buyer shall be settled in accordance with Danish law and by the court in Hjørring.