



SALES AND DELIVERY CONDITIONS

The following sales and delivery conditions are applicable to the extent that they are not expressly excluded by another written agreement.



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1. QUOTATIONS:

1.1. Quotations are given subject to the goods being unsold. Each quotation has got a dedicated number showed on quotation template.

1.2. Quotations given are valid for a maximum of 90 days from the date of issue. The specific valid period could be shortened or extended based on individual establishments – direct validity date is shown on quotation template.

1.3. If the Purchaser's acceptance deviates from the provisions of our quotation, our quotation becomes invalid.

1.4. Prices in the quotation are excluding VAT, turnover tax, public duties of any kind, packaging, transport, assembly, supervision, and any other eventual taxes. If any of these are indicated on quotation due to specific and individual demands, they are predicted costs and have non binding character.

1.5. Prices are based on current market prices, salary, transport costs, exchange rates, cost of raw materials, etc., and may be adjusted in relation to changes in these. Prices in the price tables are non-binding and are subject to change without notice.

1.6. We recommend that offers are read carefully before accepting. Should there be any discrepancies, please inform us about these discrepancies before accepting the offer.

2. TECHNICAL DATA:

2.1. All technical information and data is only binding to the extent that the written agreement expressly refers to them.

3. DRAWINGS & DESCRIPTIONS:

3.1. Ownership of any drawings, descriptions and proposals accompanying the quotation or goods supplied remains with Teldust A/S.

These must not be used or copied, reproduced, transmitted, or otherwise communicated to a third party without our permission. If not otherwise agreed, Teldust A/S reserve the right to use any pictures, videos etc. obtained during the quotation and order process for marketing purposes now and in the future.



4. LOCAL AUTHORITIES APPROVAL:

4.1. Final approval of projects, installations or parts thereof is to be obtained by the Purchaser.

In case of the products are delivered in accordance with tender material, it is Purchaser's responsibility to ensure that the filters comply with all to details of the tender material.

Teldust A/S assumes no responsibility with regards to specifications, requirements or alike from the tender material. Any alterations and effects thereof are to be paid by the Purchaser.

5. ORDERS:

5.1. Orders must be placed in the official written form by authorized personnel from Purchaser side.

5.2. Orders could be provided by email to dedicated Sales Person Representative e-mail address (contacts available: egnar.eu/contact-us/) or using general company mail box: pomech@pomech.com

5.3. To each order Teldust A/S will provide dedicated and numbered drawings which have to be approved by the Purchaser in written form (signature of authorized person and company stamp should be placed on the given documentation). Orders without approved drawings will not be processed into production stage. Teldust A/S will provide drawings for approval at maximum 10 working days after order receiving.

5.4. The purchase is valid when the Seller has confirmed the order.

When the delivery date is agreed, the date will then be confirmed from our side in the order confirmation. In general, our production time is 8-10 weeks from the date of signed agreement and approved drawing.

5.5. Cancellations are accepted only following agreement and only against payment of costs incurred.

6. DELIVERY CONDITIONS:

6.1. EGNAR is not liable for delays or obstructions that are beyond the company's influence and control.

6.2. Delivery times indicated are approximate and non-binding, unless otherwise specifically agreed.

6.3. If the Purchaser does not comply with the agreed provisions, is not obliged to make further deliveries.

6.4. Stated delivery times are subject to other orders that may be received prior to acceptance.

6.5. Delivered goods cannot be returned.

6.6. Default conditions of delivery are based on FCA Puck, Poland or FCA Vejle, Denmark Incoterms 2020) unless otherwise specified in the quotation. The risk of the purchased goods is transferred to the Purchaser on delivery. If the Purchaser is obliged to collect the purchased goods and the Seller holds it ready, the risk transfers to the Purchaser at this point in time. If a place of delivery other than the Seller's place of business has been agreed, transportation thereto, including any unloading, is at the Purchaser's own risk and expense, unless otherwise explicitly agreed.



6.7. The Purchaser is obligated to organize the proper shipment based on transportation drawings or/and shipment specific requirements provided in the given order. If organized shipment does not fulfil given specification, EGNAR reserve the right for rejecting loading of goods or any claims for warranties, guarantees and damages are rejected by EGNAR.

6.8. We offer the service to establish a contact to a forwarding and shipping agent, if needed. This service is not included in this offer and will be charged separately.

6.9. The Purchaser is obligated to collect goods within maximum 3 working days from established and confirmed collection date by EGNAR. If that cannot be fulfilled EGNAR reserve the rights for an additional surcharge of storage costs based on fixed prices and daily rates – values are available upon request for specific project.

6.10. Have in, the mind the filter normally comes in pieces. This includes bags, cages, cartridges etc. Thus, time and manpower must be allocated for assembling the filter on-site.

6.11. A crane, forklift or similar equipment must be available on-site when the filters arrive at the destination. Furthermore, a crane or alike is needed for the mounting the filters on-site. Costs for cranes and other equipment are not included in the offers.

7. PACKAGING:

7.1. Packaging and loading costs are not included unless otherwise specified in dedicated quotation.

8. PAYMENT:

8.1. Payment conditions are introduced on the given quotations.

8.2. Net cash payment upon receipt of invoice.

8.3. The Purchaser is not entitled to withhold payment due to any possible counterclaim that EGNAR has not acknowledged in writing.

8.4. Ownership of the delivered goods is reserved until the total amount charged is paid.

8.5. In case of payment after the agreed payment dates, at least 2% interest is charged for each month or part thereof.

8.6. If the Purchaser cannot accept delivery at the agreed time, the purchase price is due for payment when the goods have been notified as ready for delivery.

8.7. In case of overdue payments from the Purchaser side EGNAR reserve the right for rejecting new orders, stoppage open goods production and deliveries till full payments realization.

8.8. If the Purchaser has not paid the amount due within three months, EGNAR is entitled to terminate the order by written notice to the Purchaser and to claim compensation for the loss EGNAR has suffered. The compensation cannot exceed the agreed price.



9. WARRANTY:

9.1. For filter body construction all machines come with a 12-month warranty, maximum 2000 operating hours, counted from the date of delivery, excepting products from other suppliers, in which case our warranty is the same as our supplier's.

9.2. If the Purchaser has not filed a written complaint within 12 months of delivery, then the Purchaser is entirely barred from claiming any defect, replacement or guarantee claims or other remedies.

9.3. The goods must be sent carriage paid to our address, and will be recompensed such that we, at our discretion, repair or replace the product at no additional costs.

9.4. In case of spare filters, like filter bags or filter cartridges, warranty concerns production quality of filters and their proper condition during montage and starting operation of the unit. Our goods correspond to the latest state of the art technology regarding the quality of raw materials, production, and functionality of construction. Faulty filters could be replaced only free of charge once or to be repaired.

9.5. EGNAR recommends that components, spare parts, consumables etc. are bought directly from EGNAR. If any parts are used, that is not approved by EGNAR, you forfeit all warranties and guarantees from EGNAR.

9.6. The warranty is limited to costs of delivered filter material and is based on the given operating parameters. Operating data must be recorded and in the event of claim made available upon request.

9.7. EGNAR offers parts that are replaced or repaired under the same rules that apply to the original delivery.

9.8. EGNAR must be notified in writing of any claims, after which EGNAR will promptly arrange for the work to be carried out.

9.9. Warranty work is carried out during normal working hours – typically from 8:00-16:00 hour from Monday to Friday weekly working days. Warranty work includes consultations, visit inspections if necessary, organization of delivery new parts. Warranty work excludes service and installation.

9.10. If installation of parts necessitates intervention in other equipment than the goods, the labour costs and costs resulting therefrom shall be the Purchaser's responsibility.

9.11. All transports in connection with repair or replacement shall be the Purchaser's risk and expense. The Purchaser will follow the EGNAR instructions as to how the transport shall be carried out.

9.12. Defective parts which are replaced shall be placed by Purchaser at the EGNAR disposal and shall become his property.

9.13. The warranty is void if the product has been subject to faulty maintenance or improper usage and/or assembling.



9.14. EGNAR is not liable for defects arising out of materials provided by, or a design stipulated or specified by the Purchaser.

9.15. Warranty excludes and do not covers: cost of removal and disposal of faulty filters or consequential losses resulting from interruption of operating plant; damages caused by flying sparks, glowing particles and fire; damages caused by increased pressure loss due to encrustation on the filters from oil carry over, working through dew point or long periods without working dust collector; damages from corroded or damaged cages (in case of filter bags); damages caused by oxidation and/or acids; any kind of abrasion; careless montage of filters; service life time of filter elements which are normally used products during operation; loss of profits; loss due to delayed delivery; personal injury; damage to property or similar.

10.COMPLAINTS:

10.1. Complaints not covered by EGNARS' warranty obligations must be made within 8 days of receipt of delivery. The Purchaser must immediately upon receipt conduct a thorough inspection of the delivered goods to ensure that the product is free of defects and delivered as contracted.

If the Purchaser at this point considers that the goods sold suffer from a defect, the Purchaser must, if intending to claim remedy of the defect, immediately notify the Seller in writing.

If the Purchaser with regard to the Seller's delivered goods or parts thereof receives complaints from the Purchaser's clients or other users of EGNARS delivered goods, the Purchaser must immediately notify the Seller of the complaint in writing.

If the Purchaser fails to comply with this obligation, the Purchaser cannot later claim remedy of defects or compensation from the Seller, likewise the Purchaser must indemnify the Seller against any claim that the Purchaser's customers may legitimately make directly against the Seller.

11.DEFECTS:

11.1. If the goods are defective, the Seller has the right to carry out remediation. Only if the Seller is not able, within a reasonable time and with a reasonable number of remedy attempts, to remedy defects, correct errors or carry out adjustments, may the Purchaser allow a third party to carry out remediation or claim return of the purchase price.

If the Purchaser permits unwarranted remedy to be carried out by a third party, the Purchaser may not in such cases claim the costs thereof from the Seller. In the event of quantitative deficiencies, the Seller may carry out later delivery within a reasonable time period, in which case the Purchaser may not claim non-compliance. The Purchaser bears the risk that the Seller's delivered goods are fit for the purpose specifically intended by the Purchaser.



12.COMPENSATION:

12.1. Compensation of any kind is only granted if there is written agreement to that effect. The Purchaser's eventual compensation sum can never exceed the total contract sum for the Seller's service or services that are specifically related to the defect or defects in the goods that give rise to liability.

13.FORCE MAJEURE:

13.1. In the event of force majeure, EGNAR is freed from all its obligations for as long as the force majeure situation continues.

Force majeure exists where the Seller or the Seller's suppliers are prevented from fulfilling contracts covered by these sales and delivery conditions as a result of events such as war, civil war, insurrection, terrorism, government restrictions, import-export embargoes, natural disasters of any kind and widespread or local labour conflicts, fire, power failure, computer virus or similar unless it can be demonstrated that the Seller should reasonably have foreseen this at the time the agreement was concluded.

14.DISPUTES:

14.1. Disputes in connection with the agreement between the Seller and the Purchaser must be settled according to Danish law at the Seller's local court or the Maritime and Commercial Court in Copenhagen at the Seller's discretion.

15.MATERIAL AND ENERGY PRICES:

15.1. In case of increases in material and energy prices, Teldust A/S is entitled to transfer supplier's prices to the customer without notice, if material and energy are included as an element in the construction part of the filter.

16.DOCUMENTATION:

16.1. All our documentations are in available in English. We offer to translate our documentation to your local language, for instance, on request. All translations are charged separately and are not included in offer unless otherwise agreed.

16.2. Documentation is distributed only in electronic version on given Purchaser's e-mail address.

17.OTHER:

17.1. Where the above delivery and payment terms do not apply, we refer to the "General conditions for the supply of machinery and other mechanical and electrical equipment between Denmark, Finland, Norway and Sweden as well as within these countries