



WE ARE FULL OF ENERGY

*optimal solutions*



TERMS AND CONDITIONS  
OF SALE & DELIVERY

[www.stenca.com](http://www.stenca.com)





STENCA shall not be liable for lack of conformity attributable to incorrect use, transportation, storage, mounting or other negligence on the part of parties other than STENCA, and extraordinary wear and tear.

*C. Product Liability vis-à-vis the Buyer*

In cases where, by their nature, the goods are ordinarily intended for commercial use and are used by the injured party mainly in keeping with such intended purpose, STENCA shall be liable for a period of one year only, counting from the date of delivery, for damage to real property or movables caused by the goods.

STENCA shall only be liable for such damage if it can be proved that the injury or damage is due to negligence or omission on the part of STENCA or its employees, and where STENCA is held liable by a court ruling.

STENCA shall however in no circumstance be liable for operational loss, loss of profit, loss of earnings or any other indirect loss or consequential loss.

In the event of damage to real property or movables, including products made by the Buyer, STENCA's liability is limited to DKK 1 million. STENCA's liability does not extend to damage to the product causing the damage.

In cases where, by their nature, the goods are intended for non-commercial use and are used by the Buyer mainly in keeping with such intended purpose, STENCA shall be liable for damage to real property or movables in keeping with the Danish legislation on product liability in force at the time in question.

STENCA shall be liable for injury caused by commercial as well as non-commercial use of the goods in keeping with the Danish legislation on product liability in force at the time in question.

*D. Product Liability vis-à-vis Third Parties*

In cases where, by their nature, the goods are ordinarily intended for commercial use, and STENCA is held liable for product liability towards a third party by reason of the Buyer's use of such goods, including their resale, the following provisions shall apply with respect to damage to property.

In the event that the Buyer has been negligent, STENCA shall have a right of recourse against the Buyer according to the degree of liability attributable to the Buyer. In all circumstances and notwithstanding any negligence on the part of STENCA, the Buyer shall indemnify STENCA to the extent that STENCA's liability towards third parties the limitations and rules set out in clause 8 C above.

In the event of damage to property, where the goods are not intended for commercial use, and in the event of injury, and where STENCA is held liable towards a third party by reason of the Buyer's use of such goods, including resale of the goods, STENCA shall have a right of recourse against the Buyer to the extent that such damage or injury is attributable to negligence on the part of the Buyer.

In the event that the damage or injury is not attributable to negligence on the part of the Buyer, STENCA shall be liable in keeping with the Danish legislation on product liability in force at the time in question.

In cases where STENCA is liable under the Danish legislation on product liability in force at the time in question, cf. clauses C and D, it is expressly understood that liability does not extend to system or development damage, and that the general rules of Danish law on compensation, including the provisions on limitation of liability for compensation shall apply *pari passu* with these provisions.

**9. The Buyer's Obligations**

In his use of the goods, including resale, The Buyer shall prudently use/market such goods and to the extent possible

D E N M A R K

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## SALES CONDITIONS

take such measures (including the issuing of instructions and warnings to joint contractors and subsequent levels of distribution) which can safeguard the Buyer as well as STENCA from incurring product liability. With respect to the provisions on product liability towards third parties referred to above, the Buyer's violation of this provision shall be deemed to constitute an act for which he incurs liability on an equal footing with any other negligence on the part of the Buyer. Immediately upon receipt of the goods, the Buyer shall thoroughly examine and test the products supplied in order to ensure that the goods are in conformity with the Buyer's wishes.

In the event that the Buyer wishes to claim lack of conformity of the goods, he shall moreover complain thereof forthwith and in writing, and at any rate not later than 14 days after receipt of the goods. In the event that the Buyer fails to give such notification, irrespective of whether he should have discovered the lack of conformity, he will lose the right to invoke lack of conformity of the goods at any later date.

All complains and/or any other claims against STENCA shall be made by the Buyer forthwith after he has become – or should have been aware of the circumstances on which the complain/claim is based. In all other cases, the Buyer has forfeited his rights to invoke them at a later date.

### 10. Disputes

Any dispute arising between the parties, including but not limited to disputes regarding the interpretation or validity of these Terms and Conditions, or any dispute arising between the parties by reason of STENCA's quotation/order or in connection with any supply from STENCA to the Buyer shall be settled with final effect according to Danish law. The parties have agreed that the Maritime and Commercial Court of Copenhagen shall be the exclusive venue.

## DENMARK

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