

# leitech

## Terms of business

### **Generally:**

Every delivery from Leitech Instruments (hereafter Leitech) to the customer will be in accordance to existing sales and delivery terms to the extent that they are not clearly has been deviated from or modified by other written agreement.

Special terms of purchase or specific demands to the purchased from customers side, noted for example in customers order, terms of purchase, etc. is not binding for Leitech, unless Leitech explicit and through written confirmation has accepted such terms.

Leitech reserve the right to refuse requests as a result from any misprint in the sales material.

### **Order/quotation:**

Final and binding agreement between customer and Leitech is valid when customer written order has been confirmed by Leitech with a written confirmation.

In case of deviation between Leitech's confirmation and customers order or accept, the confirmation from Leitech is valid.

Any quotation from Leitech, is, inless otherwise stated, valid in 1 month from date of quotation.

The customer carry the full responsibility for selection of products, hereunder to secure that the customer can achieve the expected results og and expected function, and that the products can be integrated in customers existing and planned environment.

Upon request from Leitech's standard programme, any request will be answered within 3 working days from receipt.

### **Prices:**

Any delivery will take place with the prices which is valid on the date of delivery, at Leitech valid price list, unless other agreements has been made in writing and confirmed by Leitech.

Leitech reserve the right to chance prices, without notice. The change in prices will be valid for all orders which is confirmed by Leitech after the implement of a price increase.

Above is also valid if the Danish or foreign authorities (hereunder EU) carry out binding actions which has influence on prices, hereunder duties, government taxes etc.

All given prices should be considered as gross prices, ex works.

All given prices for certificates should be considered as net prices, as we do not offer discount on certificates.

Discount is determined in accordance to an equal discount system which is valid world-wide.

**Terms of payment:**

Unless otherwise agreed in Leitech's written confirmation, Leitech's terms of payment is 30 days from date of invoice.

In case of delayed payment, we will charge interest from date of payment of the outstanding amount with an interest on 1 % per from the beginning of the month.

In case the customer fail to fulfil payment of a delivery or part delivery, Leitech can withhold any planned delivery until the gathered outstanding amount has been paid to Leitech.

**Terms of delivery:**

Unless otherwise stated in writing, all deliveries from Leitech is ex works. Estimated shipping expense can be obtained from Leitech's sales department.

**Delivery time.:**

1 week: Standard products. 2 weeks: Standard products with certificate 4 weeks: Special gauges, with special plug adj. rod, special bushings etc. with or without certificate 6 weeks: Special inserts, gauges with special inserts, with or without certificate. 8 weeks: Special inserts, gauges with special inserts with surface treatment, with or without certificate. In cases where a Leitech standard product is sold out, or if a specific product is deleted from our programme, customer will be noticed with regard to delivery time, or possibility to purchase alternative product. In cases where Leitech in written confirmation has confirmed firm delivery date, Leitech is permitted to extend this date with 5 working days, counted from the initially confirmed date. In such cases customer will be informed before the termination of the initially confirmed date. If Leitech extend the delivery date with more than 10 days, customer is entitle to cancel the order, unless the delay is caused by circumstances which is outside Leitech's responsibility, (Se section force majeure page 4) Customer can in accordance to Leitech force majeure not rise claim of any kind. **Shipment / delivery:** Leitech make shipments every Monday, where we always try to gather the individual orders. Leitech use following shipping companies: DPD in Europe: (transport time 3-4 days) TNT, other countries (transport time 1-3 days)

**Cancellation of order:**

After Leitech's written confirmation, customer can only cancel the products on the actual order which on the date of order is included in Leitech's standard programme.

Cancellation should be made within 5 working days from the date Leitech's written confirmation.

For all special products, customer can not cancel order after the receipt of Leitech's written order confirmation.

**Right to withdraw from transaction:**

A from Leitech, faultless delivered products from Leitech's standard programme, which is unused can be returned to Leitech until 30 days from date of invoice, For such a return it is a condition that the returned goods is undamaged and returned in original packing.

The customer carry the return expenses and carry the risk in this connection. After Leitech has approved the received products the customer will receive the purchase price less a fee on 15 % or minimum 500,00 DKK.

A from Leitech, delivered special product is not contained in the FORTRYDELSESRET and can therefor not be returned in any cases.

**Claims:**

The customer shall check the received material at receipt for eventual defects. Leitech is only responsible for defects which deviate from the content in Leitech's written order confirmation. If customer find this type of defect, customer shall immediately, and not later than 20 working days after receipt of goods complain in writing to Leitech, with specifications of the defects in question. If customer has not complained in writing within the above time frame, the right to claim will be annulled.

Leith's responsibility for defects is always and in every situation limited to either made adjustments of the defect or new delivery. The customer can not make other defect valid, and is in this way not in position to demand compensation of any kind.

**Product guarantee / liability:**

The guarantee period on Leitech's product deliveries is under the Danish law of purchase, and is valid from Leitech invoice date.

For product liability, Leitech is responsible according to the provisions in the Danish product – liability law, which can not deviated from in any way. Leitech is not responsible for any indirectly losses or following losses such as loss of profits, following defects on customers products, loss of good-will. Leitech responsibility is under all circumstances limited to the purchase price for the actual delivery.

**Force Majeure:**

After the issue of Leitech's written confirmation to the customer, Leitech can not be held responsible if the following circumstances arise: War and mobilisation, rebellion and riots, terror actions, natural disaster, strikes and lockouts, fire, lack of transport possibilities, currency restrictions, import / export restrictions, extra ordinary actions from government or Eu authorities, dead of the owner, illness or loss of key employees, errors or lacks from sub-suppliers or other circumstances Leitech is not in control of.

In these cases Leitech is in tittle to postpone delivery until the circumstances allow it, or as an alternative cancel the other without compensation partly or fully.

**Terms of business - law and venue:**

Any disagreement or dispute between the customer and Leitech about the understanding or extent of the present business terms should be settled in Denmark at the common law court or after Danish law and court rules.

Terms of business from February 1'st. 2007.