General Terms and Conditions of Sale and Delivery

01 General

These terms and conditions of sale and delivery of Fog Agroteknik A/S apply to all quotations unless otherwise agreed with the buyer.

Fog Agroteknik A/S reserves the right to correct printing errors and to make changes to products and prices.

02 Quotations and Prices

Quotations are valid for 14 days from the date of issue unless otherwise stated. If prices change after the quotation has expired, Fog Agroteknik A/S reserves the right to adjust the prices.

All prices exclude VAT and are based on current price lists.

03 Order Processing

Project documentation and drawings are confidential and remain the property of Fog Agroteknik A/S during project planning. They may only be disclosed to third parties by prior agreement.

Technical details, drawings, product information, operating instructions and similar information concerning product functions are approximate and for guidance only, unless otherwise agreed in writing.

These drawings must not be used as final project or construction drawings and serve only as guidance for products supplied by Fog Agroteknik A/S.

04 Payment Terms

Payment is due net 14 days unless otherwise agreed.

05 Delivery

Delivery terms are FCA, DK-6660 Lintrup, in accordance with Incoterms® 2020.

Delivery will take place as soon as possible or as otherwise agreed with the buyer. Delivery arrangements are also agreed with the buyer to avoid additional delivery costs.

Fog Agroteknik A/S dispatches goods through transport companies as agreed with the buyer. Fog Agroteknik A/S is not liable for delays or other postponements.

Fog Agroteknik A/S does not cover delays to construction works or projects caused by force majeure or other delays attributable to third parties.

06 Warranty

The buyer must inspect the goods upon receipt and immediately report any visible damage, faults or defects, no later than 8 days after receipt.

The warranty does not apply to products that have been used incorrectly, installed improperly or stored incorrectly. Faults and defects arising within 12 months are covered only where they constitute an actual product defect.

Fog Agroteknik A/S maintains product liability insurance.

07 Return of Goods

Goods may only be returned by prior agreement and only if supplied by Fog Agroteknik A/S.

Approved returned goods must be unused, undamaged and in saleable condition. Return freight is paid by the buyer unless otherwise agreed.

Custom-made goods cannot be returned.

Returned goods will be credited at 80% of the net price based on the invoice price at the time of purchase.

08 Dispute Resolution

Any dispute arising shall be resolved under Danish arbitration law at the court in Aarhus. Proceedings shall be conducted in Danish.

Fog Agroteknik A/S