

K. BARCKMANN

slidbeskyttelse | støbegods | rådgivning

PURCHASE TERMS AND CONDITIONS

K. BARCKMANN ApS

These Purchase Terms and Conditions (“Terms”) shall apply to all purchases made by K. BARCKMANN ApS (the “Buyer”) from any supplier (the “Seller”), unless otherwise expressly agreed in writing by the Buyer.

1. General Provisions

1.1 These Terms shall apply to all purchase orders, contracts, and deliveries made by the Seller to the Buyer.

1.2 Any terms or conditions of the Seller, whether referred to in offers, order confirmations, invoices, or other documents, shall not apply unless expressly accepted in writing by the Buyer.

1.3 Deviations from these Terms shall only be valid if agreed in writing by the Buyer.

2. Order Confirmation

2.1 All orders shall be confirmed in writing by the Seller within three (3) calendar days from receipt.

2.2 Failure to confirm within this period shall entitle the Buyer to cancel the order without liability.

2.3 Any deviations in quantity, price, delivery time, or specifications shall be expressly stated in the order confirmation and shall only be binding upon written acceptance by the Buyer.

K. BARCKMANN ApS

Seminarievej 1A

DK-6760 Ribe

Denmark

klaus@kbarckmann.dk

K. BARCKMANN

slidbeskyttelse | støbegods | rådgivning

3. Prices and Payment

3.1 Prices shall be fixed and inclusive of all costs, including but not limited to packaging, transport, insurance, duties, and taxes, unless otherwise agreed in writing.

3.2 Payment terms shall be sixty (60) days net from receipt of the goods and a correct invoice, unless otherwise agreed.

3.3 The Buyer shall be entitled to set off any claims against amounts payable to the Seller.

4. Delivery, Delay and Liquidated Damages

4.1 Time of delivery shall be of the essence. The agreed delivery date shall be final and binding.

4.2 Delivery shall be made to the agreed address and in accordance with the agreed Incoterms (if any).

4.3 Any anticipated or actual delay shall be notified to the Buyer immediately in writing, stating the reason and expected duration. Such notification shall not relieve the Seller from liability.

4.4 In the event of delayed delivery, the Buyer shall be entitled to liquidated damages of **1.0% of the total order value per commenced calendar week of delay**, calculated from the first day of delay.

4.5 Liquidated damages shall be capped at **15% of the total order value** and may be deducted from any amounts payable to the Seller.

4.6 If the delay exceeds four (4) weeks, or if it is evident that timely delivery cannot be achieved, the Buyer may, at its sole discretion:

- terminate the order in whole or in part without liability,
- procure substitute goods at the Seller's expense, and/or
- claim compensation for all losses incurred.

K. BARCKMANN ApS

Seminarievej 1A

DK-6760 Ribe

Denmark

klaus@kbarckmann.dk

K. BARCKMANN

slidbeskyttelse | støbegods | rådgivning

4.7 Liquidated damages shall apply irrespective of fault and shall not preclude the Buyer from claiming additional damages to the extent the Buyer's actual loss exceeds the liquidated damages.

4.8 Wooden packaging (pallets, crates, etc.) must comply with ISPM 15 and be approved for international transport.

5. Quality, Defects and Remedies

5.1 The goods shall comply with all agreed specifications, drawings, standards, samples, and applicable laws and shall be fit for their intended purpose.

5.2 The Seller guarantees that the goods are free from defects in design, material, workmanship, and manufacture.

5.3 The Buyer shall be entitled to inspect and reject the goods, in whole or in part, without loss of rights, even after delivery or use.

5.4 In the event of defects or non-conformity, the Buyer may, at its sole discretion:

- reject the goods,
- require repair or replacement at the Seller's cost and risk,
- claim a price reduction, and/or
- terminate the order and claim damages.

5.5 All costs arising from defects, including inspection, handling, transport, replacement, rework, production downtime, recall, and third-party claims, shall be borne by the Seller.

6. Title and Transfer of Risk

6.1 Title to the goods shall pass to the Buyer upon delivery, unless otherwise agreed in writing.

6.2 Risk of loss or damage shall pass to the Buyer upon physical receipt of the goods at the agreed delivery address.

K. BARCKMANN ApS

Seminarievej 1A

DK-6760 Ribe

Denmark

klaus@kbarckmann.dk

K. BARCKMANN

slidbeskyttelse | støbegods | rådgivning

7. Confidentiality

7.1 All information exchanged in connection with the cooperation shall be treated as confidential.

7.2 All drawings, specifications, documentation, and other materials provided by the Buyer remain the Buyer's property and may not be disclosed or used for any purpose other than fulfilling the order.

8. Documentation

8.1 The Buyer may require deliveries to be accompanied by industry-relevant documentation, including certificates, inspection reports, and measurement reports.

8.2 Documentation shall be provided in Danish and/or another language specified by the Buyer and shall become the property of the Buyer.

9. Non-Disclosure and Use of Subcontractors

9.1 The Seller shall not disclose or misuse confidential information, regardless of its nature or form.

9.2 The confidentiality obligation shall apply **without limitation in time**.

9.3 The Seller may not use the Buyer's name, logo, or trademark without prior written consent.

9.4 Subcontractors may only be used with the Buyer's prior written approval, and the Seller shall remain fully liable for their acts and omissions.

10. Assignment

The Seller may not assign or transfer any rights or obligations under these Terms without the Buyer's prior written consent.

K. BARCKMANN ApS

Seminarievej 1A

DK-6760 Ribe

Denmark

klaus@kbarckmann.dk

K. BARCKMANN

slidbeskyttelse | støbegods | rådgivning

11. Liability and Indemnification

11.1 The Seller shall be fully liable for all losses, damages, costs, and expenses incurred by the Buyer arising from:

- delayed delivery,
- defective or non-conforming goods,
- breach of these Terms, or
- negligence or wilful misconduct.

11.2 Any limitation or exclusion of liability proposed by the Seller shall not apply unless expressly accepted in writing by the Buyer.

11.3 Liability shall not be limited for:

- gross negligence or wilful misconduct,
- product liability,
- breach of confidentiality,
- intellectual property infringement, or
- liquidated damages under Clause 4.

11.4 The Seller shall indemnify and hold the Buyer harmless against all third-party claims and losses arising from the Seller's breach.

K. BARCKMANN ApS

Seminarievej 1A

DK-6760 Ribe

Denmark

klaus@kbarckmann.dk

K. BARCKMANN

slidbeskyttelse | støbegods | rådgivning

12. Force Majeure

12.1 Force majeure shall only apply to extraordinary events beyond reasonable control that could not have been foreseen or avoided.

12.2 Force majeure shall **not** include subcontractor failure, lack of materials, labour disputes, or financial difficulties.

12.3 If a force majeure event exceeds fourteen (14) days, the Buyer may terminate the order without liability.

13. Governing Law and Dispute Resolution

13.1 Danish law shall apply.

13.2 Any dispute shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with its rules.

These Terms apply from **1 April 2025** and may only be amended by written agreement.

K. BARCKMANN ApS

Seminarievej 1A

DK-6760 Ribe

Denmark

klaus@kbarckmann.dk