

# K. BARCKMANN

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## Terms and Conditions of Sale and Delivery

### K. BARCKMANN ApS

#### 1. Scope and Application

These Terms and Conditions of Sale and Delivery (“Terms”) shall apply to all sales and deliveries made by K. BARCKMANN ApS (the “Seller”) to any customer (the “Buyer”), unless otherwise expressly agreed in writing.

#### 2. Offers and Formation of Contract

All offers issued by the Seller shall be valid and binding for a period of ten (10) days from the date of the offer. A binding agreement shall be deemed concluded only upon the Buyer’s receipt of the Seller’s written order confirmation.

#### 3. Prices and Payment Terms

All prices are stated exclusive of value-added tax (VAT) and any other public duties, taxes, or charges, unless expressly agreed otherwise in writing. Payment shall be made no later than eight (8) days from the invoice date. In the event of late payment, the Seller shall be entitled to charge default interest in accordance with applicable Danish law. The Seller further reserves the right to charge reminder and administration fees in connection with overdue payments.

#### 4. Delivery and Transfer of Risk

Delivery shall take place in accordance with the agreed delivery terms. The risk of loss of or damage to the goods shall pass to the Buyer upon delivery or in accordance with the agreed INCOTERMS. Delays in delivery shall not entitle the Buyer to claim damages or to cancel the order, unless otherwise expressly agreed in writing.

#### 5. Inspection, Complaints, and Defects

The Buyer shall, immediately upon receipt, inspect the goods. Any defects or non-conformities shall be notified to the Seller in writing without undue delay and no later than immediately upon delivery. In the event of a justified complaint, the Seller shall, at its sole discretion, be entitled to remedy the defect by replacement, repair, or by granting a proportionate reduction in the purchase price.

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## 6. Retention of Title

Title to the goods shall remain with the Seller until full and final payment, including any interest and costs, has been received. Until title has passed, the Buyer shall not be entitled to sell, pledge, or otherwise dispose of the goods without the Seller's prior written consent.

## 7. Product Liability and Limitation of Liability

The Seller shall only be liable for product liability to the extent required under mandatory applicable law. The Seller shall not be liable for any indirect or consequential losses, including, but not limited to, loss of production, loss of profits, or other indirect or consequential costs.

## 8. Force Majeure

The Seller shall not be liable for any failure to perform or delay in performance caused by circumstances beyond the Seller's reasonable control (force majeure), including, but not limited to, war, strikes, lockouts, natural disasters, governmental actions, or other unforeseeable events outside the Seller's control.

## 9. Governing Law and Dispute Resolution

Any dispute arising out of or in connection with these Terms shall, as far as possible, be resolved amicably between the parties. If an amicable settlement cannot be reached, the dispute shall be finally settled by arbitration in accordance with Danish law.

These Terms shall apply from **1 March 2025** and may only be amended by a written agreement signed by both parties.

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