

Sales Conditions

Disclaimer:

These General Sales Conditions have been issued by CMM Metal & Alloys ApS and apply to all sales and deliveries unless otherwise agreed in writing. They are an integral part of any contract concluded with us. Deviating or supplementary terms from the buyer shall only apply if expressly accepted by us in writing. Unless otherwise agreed, the valid INCOTERMS shall apply in addition to the following provisions.

1. General provisions and contract conclusion

- Our offers are only valid on the date of issuance, unless otherwise specified in writing. We may revoke an offer at any time before receipt of acceptance. A binding contract is only concluded once confirmed by us in writing, by fax, or by e-mail. Information provided by us may not be disclosed to third parties.

2. Prices and payment terms

- Prices stated in offers are non-binding and may be adjusted in the event of changes to raw material prices, wages, or other cost bases relevant at the time of conclusion.
- In case of carriage-paid delivery, prices include the lowest normal freight rates, but exclude loading, unloading, cartage, and other expenses. Unloading costs are always borne by the buyer.
- Invoices are payable as per the payment terms stated in our order confirmation or invoice. If not otherwise agreed, invoices are payable immediately upon issuance without deduction.
- Bills of exchange and cheques are accepted only as conditional payment. Statutory default interest will apply if deadlines are exceeded.

3. Delivery, shipment and risk transfer

- Delivery and shipment are always for the buyer's account and risk, regardless of agreed INCOTERMS. The type, route, and carrier are chosen at our discretion.
- The delivery period begins on the date of our order confirmation. All stated delivery dates are approximate and non-binding. Unforeseen disruptions, delays in self-supply, or force majeure events release us from liability.
- Risk passes to the buyer once goods are handed over to the carrier, freight forwarder, or other party responsible for transport.

4. Packaging, weights and dimensions

- Packaging, protective and transport aids will not be taken back unless expressly agreed.

- Deviations in dimensions, weight, and number of units are permissible up to +/- 10%, depending on the type of goods.
- Our weight determination on calibrated scales is decisive unless otherwise agreed in writing.

5. Over-/under-delivery and release orders

- Partial deliveries are permitted.
- If the buyer fails to call off goods within the agreed release order deadline, we may cancel or invoice the remaining quantities. In such cases, risk passes to the buyer at the date of invoicing.

6. Quality, inspection and complaints

- Goods are deemed contractually compliant if they conform to the agreed specifications at the time of risk transfer.
- Suitability for a particular purpose is the sole responsibility of the buyer unless expressly guaranteed in writing.
- The buyer must inspect goods immediately upon receipt and notify us in writing of visible defects without delay. Hidden defects must be reported immediately upon discovery.
- Any discrepancies in quality or weight must be reported in writing within 48 hours of commencement of discharge.
- In case of a quality dispute, settlement shall be based on an independent survey report issued at the discharge port by a surveyor appointed by CMM Metal & Alloys ApS.

7. Force majeure and impediments to delivery

- Both parties are released from contractual obligations during events of force majeure, including war, fire, strikes, machine breakdown, raw material shortages, sovereign measures, or other events beyond control.
- If the force majeure lasts more than eight weeks, either party may terminate the contract. Advance payments for undelivered goods shall be reimbursed.

8. Retention of title and securities

- All goods delivered remain our property until full payment of all claims from the business relationship with the buyer has been received.
- The buyer may only resell goods under retention of title in the ordinary course of business. Claims from resale are deemed assigned to us for security purposes.
- If the value of securities provided exceeds our claims by more than 10%, we shall release securities of our choice upon request.

9. Set-off, retention and assignment

- The buyer may only set off against claims that are undisputed or legally binding.
- The buyer has no right of retention.
- Assignment of contractual claims to third parties requires our prior written consent.

10. Supplier's right to cancellation

- We may cancel the contract without notice if:
 - - the buyer's creditworthiness is not ensured,
 - - advance payments or securities are not provided upon request, or
 - - insolvency proceedings are initiated against the buyer.

11. Liability and limitation of claims

- We are only liable for damages in cases of intent or gross negligence by our legal representatives or vicarious agents. For breaches of essential contractual duties, liability is limited to foreseeable, typical damages.
- Liability does not apply to consequential damages unless expressly agreed.
- Statutory warranty claims expire one year after delivery, unless goods are used in construction or in cases of wilful misconduct.
- Liability for injury to life, body, or health, and under the Product Liability Act, remains unaffected.

12. Export certificate / VAT

- If the buyer (or his agent) collects goods in Denmark for transport abroad, a valid export certificate must be provided. Without this, Danish VAT will be charged.

13. Place of performance, jurisdiction and applicable law

- Place of performance for all contractual obligations is our registered office.
- Place of jurisdiction is our registered office; however, we may also bring claims at the buyer's place of business.
- Danish law applies exclusively. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

14. Final provision

- If individual clauses of these conditions become invalid, the remaining provisions shall remain effective. The invalid clause shall be replaced with a regulation that most closely reflects the commercial purpose of the invalid clause.