

Sales and Delivery Terms of HELLA A/S:

(2608)

General Terms

The following terms apply to all offers, sales, and deliveries unless otherwise agreed and confirmed in writing by HELLA A/S.

Delivery

Delivery is made DAP ("Delivered at Place"), meaning the seller delivers the goods when they are made available to the buyer on the arriving means of transport, ready for unloading at the specified destination. The seller bears all risks associated with transporting the goods to the specified location. Any complaints regarding incomplete deliveries must be received by us no later than 8 days after receipt of the shipment. All purchases are binding, and returns are not accepted unless the error is on our part. All stated delivery times are non-binding.

Prices

All stated prices are list prices excluding VAT and/or other government charges. We reserve the right to adjust prices without prior notice, and delivery will be made at the price applicable on the delivery date.

Payment

Payment terms are net cash upon receipt unless otherwise agreed. If a buyer fails to comply with the agreed terms or worsens their financial situation through unprofitable realization of our goods, any amount owed to us becomes immediately due. If payment is not made on time, the buyer will be charged interest on arrears.

Offers

Offers expire if not accepted within 14 days from the date of the offer, unless otherwise agreed.

Returns

Returns can only take place by agreement in each individual case with HELLA A/S and will only be accepted for current items in undamaged original packaging, no later than 6 months after the purchase date or by individual agreement, and when the invoice number is provided. All returns must be sent carriage paid. A handling fee of 20% will be charged for such returns. Items with a value under EUR 53.50,- (DKK 400) will not be accepted for return.

Complaints

Goods that show manufacturing and/or material defects within 24 months of the purchase date will be repaired or replaced with new ones upon carriage-paid submission to HELLA A/S. Any costs related to disassembly and reassembly are not covered by HELLA A/S. If the buyer has attempted to modify, repair, or has misused the product, the warranty provisions are void. Our warranty does not cover consequential damages. The purchase receipt serves as the warranty certificate and must accompany the product in case of complaints.

Product Liability (pt. 36 in NL 85)

The seller is only liable for personal injury if it is proven that the injury was caused by an error or negligence on the part of the seller or others for whom he is responsible. The seller is not liable for damage to real estate or movable property occurring while the equipment is in the buyer's possession. Nor is the seller liable for damage to products manufactured by the buyer or to products in which these are included. Otherwise, the seller is liable for damage to real estate and movable property under the same conditions as for personal injury. The seller is not liable for loss of operations, lost earnings, or other indirect losses. To the extent that the seller may be held liable for product liability to third parties, the buyer is obliged to indemnify the seller to the same extent as the seller's liability is limited under the three preceding paragraphs. These limitations of the seller's liability do not apply if he has acted with gross negligence. If a third party makes a claim against one of the parties for liability under this clause, that party must immediately notify the other. The seller and buyer are mutually obliged to be sued in the court or arbitration tribunal handling claims for damages brought against one of them due to damage allegedly caused by the equipment. If the product is incorporated into a production/construction, it is the buyer's responsibility to determine suitability and compliance with national/international laws and regulations.

Reservations

The seller is released from the delivery obligation in the event of strike, lockout, or other force majeure beyond our control. We reserve the right for printing errors and sold-out items. All previously issued price lists are hereby declared invalid.

Contacts:

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