

Terms of sale and delivery

Validity:

These terms of sale and delivery shall apply for all quotations, orders and deliveries, unless other written arrangements exist.

Quotation:

Until order confirmation exists, the quotation is without any obligation.

Order confirmation:

Any order, including hereunder orders based on offers made by DiMa shall be confirmed in writing by DiMa before a binding agreement of delivery shall have been concluded.

Prices:

All prices are exclusive of packaging, VAT and current prices in the currency stated. DiMa shall be entitled to alter its prices if changes occur in supply of materials, raw material prices, wages, exchange rates or any other conditions beyond the control of DiMa, hereunder customs duties, freight and insurance rates etc.

Payment:

Payment conditions are net cash or after agreement. Payment must take place directly to DiMa. The buyer is not entitled to retain payment due to any counterclaims. By payment later than on the date of payment, a penalty interest rate on the at any time valid official Polish bank discount rate + 7% will accrue, valid from date of payment and until payment takes place.

Ownership reservations:

The products shall remain the property of DiMa until the purchase price has been paid in full. Including CE Marking / documentation, will be handed out when the full and final amount has been paid.

Cancellation:

Orders may only be cancelled as according to written agreement with DiMa and against payment of DiMa's accrued costs.

Delivery:

For deliveries to Poland and Denmark, delivery is executed according DiMa transport appendix and according to Incoterms 2010, CPT (where the buyer has the risk from the first transporter). In case of delivery to other countries, delivery takes place according to individual written agreement.

Complaints:

As soon as possible, the buyer shall carry out a reasonable inspection of the products supplied and not later than 14 days after receipt, and in case of demonstrated defects forward a written complaint to DiMa. Together with the customer, DiMa determines whether the delivered products – against payment - are going to be repaired by buyer, to be returned to DiMa for repair or a new delivery is going to take place. The buyer shall not later have the right to claim defects that could have been found at such an inspection.

Packaging:

Packaging is not taken back, thus not EUR pallets and frames.

Guarantee:

DiMa is obliged to remedy any defect by the delivered goods, provided that written complaint has been received and the defect provably is due to the production or to defects in the material, and to such an extent that the defect is detected within 12 months as from the date of invoice from DiMa. DiMa and buyer jointly determine whether repairing is going to take place by return of the parts to DiMa or by the buyer or his customer. By repair the obligations of DiMa are limited to total expenses (repairs/new material, freight, transport etc) equivalent to 1.5 x the sales price of DiMa on the defective part.

Product liability:

DiMa can only be made responsible provided that the buyer incurs responsibility on the finished product, in which the delivered part from DiMa is included, and only in case of provable defect on the product.

Consequential loss etc.

In relation to defects in the products supplied, delay in product liability cases and in any other case not assume any liability for loss of production, loss of time, loss of profit, consequential loss or any other indirect loss whatsoever.

Arbitration:

Any dispute between the parties shall be settled by the Polish arbitration tribunal according to Polish law.

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