GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY

SIMPSON Strong-Tie®

Introduction

Unless specifically agreed by the parties involved, below-mentioned general terms and conditions apply. Special terms and conditions of purchase or specific requirements put forward by the purchaser, e.g. within the general terms and conditions of purchase applied by the purchaser, do not apply to SIMPSON Strong-Tie A/S unless SIMPSON Strong-Tie has provided a written declaration of content with regards to the terms and conditions in question.

Prices

All prices exclude VAT and similar public taxes and fees. Prices listed on the price list may be altered at any time, immediately applicable to all orders received as of the time of alteration.
An additional opening fee of DKK 25.00 per opened unit is applied.

Offers

Unless indicated otherwise, offers on products not included in the price list are valid for 60 days as of offer date.

Cancellations, alterations, returns

Cancellations or order alterations by purchaser is subject to approval by SIMPSON Strong-Tie and can only take place on the condition that SIMPSON Strong-Tie preserves the right to claim full cost recovery. This does not affect the rights of SIMPSON Strong-Tie to pursue further damages in accordance with the UK Sale of Goods Act. The return of goods is subject to prior approval by SIMPSON Strong-Tie and must be sent postage free. Individually tailored goods cannot be returned. SIMPSON Strong-Tie reserves the right to deduct a returns fee to cover costs etc.

Deliveries

Unless agreed otherwise in writing, deliveries are subject to the delivery proviso FCA INCOTERMS 2000.

Payments

Payments must be made in accordance with current SIMPSON Strong-Tie terms and conditions of payment. SIMPSON Strong-Tie reserves the right to alter the terms and conditions of payment agreed to if SIMPSON Strong-Tie recons that purchaser solvency has been impaired following entry into agreement. Any payment delay gives SIMPSON Strong-Tie the right to withhold further deliveries and release themselves from all obligations with regards to the agreement entered into. As of due date, SIMPSON Strong-Tie reserves the right to claim a default interest of 1.5% per month. Such interest is due immediately and is to be paid before any other debts through current payments. In case of payment delay, fees pertaining to reminders and debt collection are charged in accordance with current rates as defined by SIMPSON Strong-Tie. Delivered but unpaid goods remain the property of SIMPSON Strong-Tie until paid. Agreed discounts are net discounts. No discounts are offered on public taxes and fees.

Defects

The purchaser is obliged to check all goods immediately upon reception. If the purchaser believes a delivery to be incomplete or faulty, SIMPSON Strong-Tie must be informed hereof in writing within 8 days as of delivery date. Any other defects must be reported in writing. SIMPSON Strong-Tie is responsible for defects on building material, delivered within the Danish borders, for 5 years as of the final hand-over date for the construction project for which the goods were delivered, however, no later than 6 years as of the day when the building materials were delivered to the purchaser. If SIMPSON Strong-Tie decides to engage in a confabulation with the purchaser with regards to a complaint that has been brought forward after this deadline, SIMPSON Strong-Tie still preserves the right to plead a late complaint case at a later point in time. If a purchaser's complaint is accepted, the purchaser may choose to have the faulty goods exchanged or to be reimbursed by means of a credit equal to the purchase price. SIMPSON Strong-Tie is subject to no further obligations with regards to faulty goods. Thus, the purchaser cannot claim any other non-compliance remedies other than an exchange of goods or a crediting of the purchase price. Under no circumstances, neither as a result of defects, nor because of delays or serious negligence is SIMPSON Strong-Tie liable for consequential losses, loss of profits or other indirect losses or secondary damages. For further information on the responsibilities of SIMPSON Strong-Tie, see the section "Responsibilities of SIMPSON Strong-Tie A/S" in the SIMPSON Strong-Tie catalogue.

Delays

Unless otherwise noted, delivery times are calculated as of order reception date. In case of SIMPSON Strong-Tie being the cause of a significant delay, the purchaser is entitled to cancel the order as far as the delayed delivery is concerned. Unless otherwise agreed by the parties in writing, SIMPSON Strong-Tie has no further obligations with regards to delays.

Force majeure

Force majeure counts as exonerating circumstances with regards to SIMPSON Strong-Tie liabilities. Force majeure occurs when SIMPSON Strong-Tie is partly of completely prevented from fulfilling the delivery obligations agreed to due to circumstances beyond their control, including situations to do with SIMPSON Strong-Tie subsuppliers. If a delay is expected to last more than 3 weeks due to Force Majeure, both SIMPSON Strong-Tie and the purchaser alike are entitled to rescind the agreement entered into without this cancellation counting as a contract violation.

Product liabilities

SIMPSON Strong-Tie is not liable for damages caused by the goods delivered unless such damages were caused on purpose or due to serious negligence on the part of SIMPSON Strong-Tie or unless the damages are consumer, material or personal damages. Thus, as an example SIMPSON Strong-Tie is not liable for damages to real property or personal property occurring when the goods delivered are already in the purchaser's possession.

Similarly, SIMPSON Strong-Tie is not liable for damages to products produced by the purchaser, or for damages to products containing SIMPSON Strong-Tie materials. SIMPSON Strong-Tie is, however, liable for damages to real and personal property as long as the damages were caused on purpose or due to serious negligence on the part of SIMPSON Strong-Tie or others for whom SIMPSON Strong-Tie is responsible. Notwithstanding this, under no circumstances is SIMPSON Strong-Tie liable for loss of property, earnings, time or profits, or secondary damages and similar indirect losses. Should the purchaser become aware of, or should a third party claim that damages have occurred or are likely to occur in the future because of the goods delivered, the purchaser is obliged to immediately inform SIMPSON Strong-Tie of such information in writing. Despite submitting such a message, the purchaser is still responsible for taking necessary precautions to avoid or limit damages. The purchaser is obliged to allow and face legal proceedings at the same forum in which potential product liability lawsuits against SIMPSON Strong-Tie might be instituted. If SIMPSON Strong-Tie is charged with product liabilities towards a third party, the purchaser is obliged to maintain SIMPSON Strong-Tie recompensed to the extent of that liability of SIMPSON Strong-Tie in accordance with the above-mentioned.

Venue

Legal cases will be decided at the venue of SIMPSON Strong-Tie according to Danish law, however, notwithstanding this, SIMPSON Strong-Tie is entitled at any time to sue the purchaser at the purchaser's competent court or at a legal venue that has jurisdiction over the purchaser.

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