

# **TAGARNO General terms of sales and delivery**

## **1. General**

1.1. These General terms of sales and delivery ("Conditions") shall apply to all offers, quotations and sales of products and services by TAGARNO A/S ("TAGARNO") concerning transactions with TAGARNO's customer ("Customer"), and these Conditions shall take precedence over any inconsistent or conflicting provisions in the Customer's order or alike.

1.2. Unless a separate written contract has been entered into by TAGARNO and the Customer the sale, supply, service and replacement of TAGARNO's products shall solely be governed by these Conditions and TAGARNO's written acceptance and written confirmation of Customer's order or alike, which hereby together constitute the contract ("Contract") between TAGARNO and the Customer.

## **2. Ordering, delivery and prices**

2.1. All orders should be placed in writing by e-mail. Upon receipt of the order, TAGARNO will send an order confirmation by e-mail if, and to the extent that the order is accepted by TAGARNO. This order confirmation will have an Order Confirmation number, which should be referred to in all correspondence regarding this specific order.

2.2. Unless stated otherwise, the products shall be delivered Ex Works (EXW) in accordance with Incoterms 2020. Customer shall bear the cost of any applicable sales, value added, excise, withholding or similar tax or duties in relation to the goods unless Customer provides TAGARNO with a tax exemption certificate or license acceptable to the taxing authorities before shipment.

2.3. The specification for packaging the products shall be entirely at the discretion of TAGARNO who shall have the right to pack all products in such manner, with such materials, and in such quantities as TAGARNO reasonably thinks fit and shall not be obliged to comply with any packaging instructions or requests from Customer. The cost of special packaging, if agreed or deemed necessary by TAGARNO, shall be an additional charge.

2.4. TAGARNO ships equipment with forwarder as agreed upon with the Customer. Payment for shipping and handling must be made by the Customer directly to the forwarder. TAGARNO may prepay shipping expenses and include these costs on the invoice for the products.

2.5. All prices stated are exclusive of VAT and any existing or future public duties and other costs beyond TAGARNO's control. TAGARNO reserves the right to make price adjustments if documented changes in components and raw material prices, pay under collective agreements, taxes and duties on goods, tariff rates, import/export duties, exchange rates or other conditions beyond TAGARNO's control increase the price of delivery of TAGARNO's products.

**3. Payment**

3.1. All payments by Customer for the products shall be made to TAGARNO in accordance to the terms specified in the quote and/or order confirmation.

3.2. TAGARNO reserves the right, at its own expense, to take out a credit insurance limited to the expected risk for each Customer. The expected risk is calculated as the sum of the ordered but not delivered products within the planned period, stock, and work in progress and amounts owed for invoiced but not yet paid deliveries. If it is not possible to obtain such insurance coverage due to the Customer's financial conditions, the Customer must be able to provide an alternative kind of financial security to TAGARNO upon request; alternatively, a different kind of payment may be agreed upon.

**4. Delay**

4.1. TAGARNO shall not be under any liability in respect of any delay in delivery of products or other non-performance of its obligations under the Contract arising from any Force Majeure occurrence not within the reasonable control of TAGARNO including but not limited to industrial or labor disputes, riots, mobs, fires, floods, wars, civil strife, epidemic, pandemic, embargoes, shortages of labor, materials, power, fuel or means of transportation or other unexpected natural events, whether affecting TAGARNO or any of its suppliers or subcontractors, or for circumstances caused by reasons of law, regulations or actions or inactions of any government or other competent authority. Any delay caused by Force Majeure shall be excused and TAGARNO may claim extension of time for as long as such Force Majeure occurrence continues.

**5. Liability**

5.1. The products shall be deemed to be accepted by the Customer unless TAGARNO has received a substantiated written claim as to any defects, damage, shortage, non-delivery or other non-conformity with the Contract within ten (10) days from the actual date of delivery of the products or from the date on which the delivery should have taken place according to the purchase order.

5.2. TAGARNO's aggregate liability to the Customer for damages, and regardless of whether the claim for such damages is based in contract, tort, strict liability or otherwise, shall be limited to and under no circumstances exceed the purchase price of the products provided under the Contract. Notwithstanding the above TAGARNO is under no circumstance liable for any indirect, consequential, special, punitive or incidental damage including, but not limited to, loss of profits or loss of business arising out of or in connection with this Contract.

5.3. TAGARNO is only liable for personal injury or property damage caused by the products sold if it can be established that the injury or damage was caused by faults or negligence for which TAGARNO is liable or committed by others for whom TAGARNO is responsible.

**6. Warranty**

6.1. All products are warranted for quality and the agreed workmanship standard for 24 months Ex Works.

6.2. This warranty shall cover:

- a. The replacement of defective parts.
- b. All labour costs to exchange defective parts in product.
- c. Complete functions test of product before return to Customer's site.
- d. Return transport costs of product from TAGARNO to Customer's site.

TAGARNO will always return products in accordance with 6.2, and if products are not returned to TAGARNO in accordance with 6.3, the cost shall be an additional charge.

If you purchased your product directly from an authorized TAGARNO dealer or distributor, please contact your local dealer or distributor for warranty information and service.

6.3. This warranty does not cover a TAGARNO product that has been:

- 1) Damaged due to improper packing and transport
- 2) Overloaded, abused, misused, or operated with faulty or unsuitable equipment, or contrary to instructions contained in the accompanying product manual
- 3) Serviced by unauthorized personnel
- 4) The serial number has been altered or removed.

## **7. Service & Support**

7.1. TAGARNO service & support:

E-mail: [support@tagarno.com](mailto:support@tagarno.com)

Phone number: +45 76251111

[www.TAGARNO.dk](http://www.TAGARNO.dk)

TAGARNO A/S

Sandøvej 4

8700 Horsens

CVR-nr.: 26584582

## **8. Governing law and jurisdiction**

8.1. Any dispute between TAGARNO and the Customer shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice of law or conflict of law provisions. Any suits, actions or proceedings that may be instituted by either of us against the other shall be instituted exclusively before the competent courts of Denmark, however, without prejudice to our right to bring suits, actions or proceedings in any other court which would have jurisdiction if this provision had not been incorporated into these Conditions.

## **9. Other provisions**

9.1 If any provision in these Conditions is or becomes invalid, this shall not affect the remaining provisions. In such case the invalid provision shall be replaced by provisions reflecting to the widest extent possible what was originally intended.