

Terms and conditions of sale and delivery

- 1. KVA Diesel A/S vouches to fulfill the deliverance according to the contract, and in agreement with present laws and regulations.
- 2. If the buyers circumstances result in an interruption of KVA Diesel A/S work, then KVA Diesel A/S can demand payment for waiting time, travel time and additional substantiated expenses.
- 3. The buyer is considered to have taken possession of the deliverance when the goods are delivered/collected and when the, if any, installation is completed and approved by the buyer.

The warranty period starts at this point. The warranty period is according to the invoice. KVA Diesel provides a warranty of 2 years or 1500 operation hours on new equipment, except wear parts. KVA Diesel is bound in the warranty period to set right any defects which is due to faults in the construction, material or fabrication, by conducting a repair or replacement of parts.

KVA Diesel A/S can claim compensation for travel costs in warranty cases where the goods are located outside the borders of Denmark. Freight expenses in connection with warranty cases are not covered by KVA Diesel A/S.

The warranty does not cover any defects caused by buyer's negligence, wrong use, relocation, or unauthorized repair attempts.

4. If the buyer wants to claim a lack or defect about the deliverance, then the buyer must contact KVA Diesel A/S immediately with a detailed specification. Subsequently, KVA Diesel A/S is bound to rectify the defect without delay, unless there is a substantiated cause.

If the buyer has yielded such a claim and it turns out that there is no fault for which KVA Diesel A/S carries responsibility, then KVA Diesel A/S can claim compensation for the expenses that the claim has inflicted on the company.

KVA Diesel A/S caries no responsibility for faults beyond the work stated in the quotation or order confirmation. This applies to any loss the defect may cause, hereby loss of operation, loss of profit or other economic consequences.

- 5. KVA Diesel A/S is sole responsible for damage to buyer s property before they take over of the deliverance, if it can be proved that the damage has been caused by negligence by KVA Diesel A/S, or anyone that the company carries responsibility for. However, KVA Diesel is in no instance responsible for loss of operation, loss of profit or other economic consequences.
- 6. The goods remain the property of KVA Diesel A/S until the payment has been fully paid off, to what extent it is possible to apply such an ownership right.