

TERMS AND CONDITIONS OF SALE AND SUPPLY

1. Quotations/Prices

Unless otherwise agreed in writing, all price quotations are based on current prices and prices are always stated excl VAT. All drawings and quotations made by BITO Lagerteknik A/S may not be shared with third party and drawings remain BITO Lagerteknik A/S' property.

2. Delivery

Unless otherwise agreed in writing, delivery terms are always ex works (per Incoterms 2010) and consequently, delivery by truck is at customer's expense and risk. Accordingly, transportation lies with customer, which is why damage liability etc. upon receipt falls on him.

Unless otherwise agreed in writing, an amount of DKK 75.00 per EUR-pallet will be charged at delivery.

3. Assembly

Unless otherwise agreed in writing, assembly is required to be performed within normal working hours. Premises must be cleared and ready for assembly making room for concurrent storage of parts for the assembly. Customer must provide required forklift and/or manlift. Irregularities of the floor must be within 3/00 cf. Dansk Standard. If such requirements are not met, charges will be made for additional work, materials, and possible delay. As racking systems are fixed to the floor, information of specific requirements such as maximum drilling depth must be informed.

4. Changes

Project changes after placing of orders may result in a change of delivery time. If no written agreement is available re. price of the change, change is made per account at current prices. BITO Lagerteknik A/S reserves the right to product and price changes without warning unless otherwise agreed in writing between the parties.

5. Claims

Any claims must be made immediately upon receipt of the goods and added to the delivery note. Re. goods in carton wrapping claims must be made no later than 5 days after receipt. Claims must be made in writing to BITO Lagerteknik A/S. Claims do not have any payment delaying effect.

6. Returned goods

Return of standard catalogue articles is accepted by prior agreement. Invoiced amount deducted a handling fee of 20% will be credited to customer's account. Return is at the expense of the party requesting the return.

7. Warranty

All articles from BITO Lagerteknik A/S are covered by a 12 months' warranty covering manufacturing faults – plastic bins, however, are covered 5 years. Incorrect use of articles or if repair is performed by repair people unknown to BITO Lagerteknik A/S without prior consent, will invalidate the warranty. The warranty only covers delivered goods and services and BITO Lagerteknik A/S cannot be held liable for damages to anything else but that.

8. Payment terms

Unless otherwise agreed to in writing, payment terms are net cash. If customer fails to make payment, customer shall pay a charge added to the reminder as well as interest at the rate of 2.5% per month or part of a month.

9. COVID-19

Any price and/or cost stated in offers and performance of the scope is subject to change due to the coronavirus (COVID-19) or other public health emergency. BITO Lagerteknik A/S shall not be liable for any failure or delay in performance of any obligations if such failure or delay is due to the coronavirus, a public health emergency or other cause beyond its reasonable control, including but not limited to restrictions imposed by governments, local authorities, relevant companies or other entities, infection or quarantine of personnel or subcontractors' or agents' personnel, any restrictions affecting transport or logistics, etc. Potential costs which BITO Lagerteknik A/S might incur due to such causes will be for customer's account.

However, if BITO Lagerteknik A/S is or will be prevented from performing any of its obligations due to such causes, BITO Lagerteknik A/S must contact customer for a discussion of the matter prior to engaging any costs specifying the obligations, the performance of which is or will be delayed, altered or prevented.

November 2020

BITO Lagerteknik A/S cannot be held accountable for any buildings or bearing capacity where our products are installed.