



Sale and delivery terms and conditions

1. Scope of Application

- 1.1. At Kølemadsen A/S, these terms and conditions apply to the sale, delivery, and installation of refrigeration and freezing systems within the EU, unless otherwise deviated from by written agreement.
- 1.2. "Seller" refers to Kølemadsen A/S, CVR no. 21789089, Læssevej 18, 9850 Hirtshals.
- 1.3. "Buyer" refers to the recipient of the goods/services.

2. Special Definitions

- 2.1. "Intermediate sale" means that the seller, after submitting an offer to the buyer, sells the offered goods to a third party before the buyer's acceptance has been received.
- 2.2. "Commissioning time" means the time when the system has been delivered, installed, and put into operation by the buyer, or is ready for operation by the buyer.
- 2.3. "Technical Documentation" means any form of technical information, drawings, images, and other material that the seller provides to the buyer, whether in physical, electronic, or any other form.

3. Offers

- 3.1. Unless otherwise stated, offers are valid for 30 days from the date of the offer. All offers are subject to intermediate sale.
- 3.2. Packaging is not included in the quoted price.

4. Specifications and Technical Documentation

- 4.1. All specifications and information regarding weight, dimensions, capacities, prices, and technical or other data in the seller's marketing materials, including catalogues, brochures, circulars, advertisements, images, price lists, etc., are indicative only.
- 4.2. All Technical Documentation provided to the buyer remains the property of the seller.
- 4.3. Technical Documentation may not, without written consent from the seller, be used for purposes other than those intended and may not be copied, reproduced, transferred to, or disclosed to third parties.
- 4.4. If the buyer does not accept the seller's offer, any Technical Documentation provided must be returned to the seller.

5. Design Changes

- 5.1. The seller reserves the right, without prior notice to the buyer, to make changes in design, choice of materials, execution, etc., deemed necessary. However, the seller must ensure that such changes do not result in deterioration of quality, capacity, or essential functionality.
- 5.2. Such changes do not entitle the buyer to compensation or a price reduction.

6. Transport Costs and Transfer of Risk

- 6.1. The sale is Ex Works (EXW). The buyer bears all costs and risks associated with transport from the seller's premises. Transport must be insured by the buyer, cf. clause 13.
- 6.2. If the seller is to install the purchased item, transport costs are not included unless stated in the offer. The buyer bears all transport risks from the seller's premises (EXW). Transport must be insured by the buyer, cf. clause 13.
- 6.3. Clauses 6.1 and 6.2 also apply where delivery is made directly from the seller's subcontractor.



7. Invoicing and Payment

- 7.1. Payment terms are net 14 days from invoice date unless otherwise agreed/stated in the offer.
 - 7.1.1. New customers in the restaurant industry must expect prepayment unless otherwise agreed.
- 7.2. If the buyer fails to pay on time, the seller is entitled to charge default interest from the due date at 2% per month until payment is made.
- 7.3. Payment must be made at the seller's place of business or to a bank account designated by the seller.

8. Retention of Title

- 8.1. The sold goods, including all accessories, remain the property of the seller until full payment has been received. Payment by cheque, bill of exchange, promissory note, or electronic means is not considered payment until the amount has been irrevocably credited to the seller's designated account.

9. Delay

- 9.1. Unless otherwise agreed in writing, any stated commissioning time is estimated to the best of the seller's ability.
- 9.2. If the seller expects that the agreed delivery or commissioning time cannot be met, the buyer must be notified in writing (e.g., by letter or email) as soon as possible, including a new expected time.
- 9.3. The seller assumes no liability for direct or indirect losses due to delays. However, if the delay is considered significant, the buyer may cancel the order. A delay of up to 7 days is not considered significant.

10. Defects and Limitation of Liability

- 10.1. If the buyer wishes to claim defects, this must be done immediately after the defect is or should have been discovered. All complaints must be made in writing.
- 10.2. Defective parts must, upon request, be sent to the seller for inspection at the buyer's expense and risk.
- 10.3. The seller undertakes, for a period of 1 year after delivery/commissioning, to repair or replace defective items at its discretion if the buyer documents the defect.
- 10.4. For new parts installed during repairs, the warranty period expires at the same time as stated in clause 10.3.
- 10.5. The seller's obligations do not cover defects caused by improper maintenance, incorrect use, unauthorized modifications, or extraordinary climatic conditions.
- 10.6. The seller is not liable for indirect losses, including operating losses, loss of time, loss of profit, or losses due to refrigerant leakage or refilling. This applies to both accidental damage and simple negligence.
- 10.7. The seller's obligations do not include travel, transport, accommodation, or time spent traveling in connection with remedying defects (see clause 15.10).

11. Product Liability

- 11.1. If a product or service supplied by the seller is defective and causes damage to property or persons, the seller is liable in accordance with clause 11.
- 11.2. Liability does not include compensation for:
 - a) Damage to the delivered item itself



- b) Repair, replacement, or removal of the defective item
 - c) Damage to objects/buildings integrated with the delivered item
 - d) Indirect losses (as described above)
 - e) Fines imposed on the buyer
- 11.3. Liability for property damage is limited to the purchase price of the defective delivery.
- 11.4. The limitation in clause 11.2(d) does not apply in cases of gross negligence.
- 11.5. The buyer must indemnify the seller against claims exceeding these limits.
- 11.6. Both parties must notify each other and their insurers of product liability claims.
- 11.7. The buyer must properly instruct downstream parties regarding product use and warnings.
- 11.8. The seller's obligations do not include travel and related costs (see clause 15.10).
- 11.9. Under no circumstances is the seller liable for indirect losses; direct liability is limited to DKK 2,000,000.

12. Force Majeure

- 12.1. The following circumstances exempt liability: labor disputes, strikes, lockouts, fire, war, mobilization, government actions, currency restrictions, riots, lack of transport, supply disruptions, general shortages, or subcontractor delays due to such events.
- 12.2. The affected party must notify the other party in writing without undue delay.
- 12.3. Either party may terminate the agreement if performance becomes impossible due to such circumstances.

13. Buyer's Insurance Obligation

- 13.1. From the transfer of risk, the buyer must maintain full insurance (all-risk) covering equipment and installation costs until full payment is made.
- 13.2. The seller may request proof of insurance at any time before payment.

14. Permits

- 14.1. The buyer is responsible for obtaining and maintaining all necessary permits and bears all related costs.

15. Installation

- 15.1. If installation is included, this clause applies.
- 15.2. The buyer must ensure readiness and proper coordination so installation can proceed without interruption.
- 15.3. The buyer bears costs for necessary modifications to buildings or facilities.
- 15.4. Delays caused by the buyer shift the seller's timeline accordingly, and costs must be covered by the buyer.
- 15.5. If installation is done by the buyer under the seller's supervision, all components must be available.
- 15.6. The buyer may not assign other tasks to the seller's personnel without written consent.
- 15.7. The buyer must provide necessary assistance, equipment, and utilities free of charge.
- 15.8. The buyer must inform the seller of safety regulations.
- 15.9. Delayed commissioning at the buyer's request is treated as extra work.
- 15.10. The following are charged separately:
 - Transport, travel time, accommodation, flights



Læssevej 18, 9850 Hirtshals, Danmark
Sardinvej 5, 9990 Skagen, Danmark
www.koelmadсен.dk

Telefon +45 98 94 19 16
Telefon +45 98 45 08 11
E-mail: info@koelmadсен.dk

VAT-NO: DK21789089
KMO: 19200031
ISO 9001: 2015

Kølemadsen A/S

CERTIFICERET KØLEFIRMA
CVR-nr. 21 78 90 89

- Delays not caused by the seller
- Training and safety participation
- Travel work exceeding 1 hour from headquarters is calculated as a 12-hour workday

16. Disposal

- 16.1. The buyer assumes responsibility under environmental legislation for disposal of delivered electrical/electronic equipment unless otherwise agreed in writing.

17. Governing Law

- 17.1. Any disputes arising from the agreement shall be governed by Danish law and settled at the seller's venue.