

SEACORE APS – Handelsbetingelser (DK)

1. Gyldighed

Disse handelsbetingelser gælder uanset, om kunden har fremsendt egne vilkår. Ved at gennemføre købet accepterer kunden, at SEACORE APS' betingelser er gældende, og kundens egne vilkår bortfalder som en del af aftalen.

2. Tilbud

Alle tilbud fra SEACORE APS er bindende i 30 dage fra den angivne dato, medmindre andet fremgår af tilbudsdocumentet.

3. Prisstruktur

Priser oplyses i DKK eller Euro ekskl. moms. Ændringer i skatter, afgifter, valutakurser og råvarepriser mellem tilbud og betaling kan medføre prisjusteringer.

Der pålægges et miljøtillæg på 1 % af fakturabeløbet, dog minimum 50 kr., som dækker leverandørers miljørelaterede afgifter. Derudover tillægges 2 % af timelønnen til dækning af:

- Materialeforbrug
- ESG dokumentering
- Renovationsomkostninger
- Emballage, energi, olie og transportafgifter
- Pallehåndtering
- Administrationsgebyrer

4. Levering

Reparerede produkter skal afhentes af kunden, medmindre andet er aftalt.

Forsendelsesomkostninger faktureres kunden, medmindre andet er skriftligt aftalt. Ændringer i leveringstid på kundens foranledning kan medføre prisjustering.

5. Betalingsvilkår

Standard betalingsfrist er 10 dage fra fakturadato, medmindre andet er aftalt. Ved forsinket betaling pålægges 3 % rente pr. påbegyndt måned samt et rykkergebyr på 150 kr.

Ved manglende betaling efter påmindelse fremsendes en rykker med 10 dages frist, hvorefter sagen kan overgå til retslig inddrivelse. SEACORE APS kan kræve sikkerhedsstillelse og forudbetaling ved større projekter.

6. Ejendomsret

Varer forbliver SEACORE APS' ejendom, indtil fuld betaling er modtaget.

7. Leveringsforsinkelser

SEACORE APS er ikke ansvarlig for forsinkelser grundet leverandørproblemer, sygdom eller lignende. Leveringstiden forlænges i rimeligt omfang. Økonomiske tab som følge af forsinkelse erstattes ikke.

8. Reklamation

Kunden skal straks ved modtagelse kontrollere varen og reklamere skriftligt inden 8 dage ved fejl. Reklamationsret gælder i 12 måneder fra levering, dog kun 6 måneder ved 24-timers drift. Ved delleverancer gælder reklamationen kun for den pågældende del. Returnering kræver skriftlig aftale og kan medføre gebyr.

9. Ansvar ved mangler

SEACORE APS er ikke ansvarlig for driftstab eller indirekte økonomiske tab. Ansvar for mangler er begrænset til fakturaværdien af den defekte del. Afhjælpning sker inden for rimelig tid, og hvis ikke muligt, tilbydes et forholdsmæssigt afslag. Skader som følge af forkert brug eller manglende vedligeholdelse dækkes ikke.

10. Produktansvar

Ved tingsskade fraskriver SEACORE APS sig ansvar for tab hos kunden, herunder driftstab og indirekte tab. Produktansvaret er begrænset til værdien af den defekte del. SEACORE APS er ikke ansvarlig for skader på fast ejendom, kundens produkter eller tredjemands ejendele. Ansvar begrænses yderligere til forsikringssummen, hvis denne er lavere.

11. Ansvarsbegrænsning

SEACORE APS kan ikke gøres ansvarlig for indirekte tab, herunder tabt fortjeneste, driftstab og goodwill. Kunden skal holde SEACORE APS skadesløs ved krav fra tredjemand. Produkternes egnethed til kundens formål er kundens ansvar.

12. Force Majeure

Ved uforudsete hændelser som krig, brand, strejker, transportproblemer eller leverandørsvigt, er SEACORE APS ikke ansvarlig for forsinkelse. Kunden informeres hurtigst muligt. Ved

forsinkelse over tre måneder kan aftalen opsiges skriftligt. Force majeure gælder kun, hvis forholdene var uforudsigelige ved aftalens indgåelse.

13. Fortrolighed og immaterielle rettigheder

Alle immaterielle rettigheder tilhører SEACORE APS. Tegninger og teknisk materiale må kun anvendes til brug eller videresalg med skriftligt samtykke. Fortrolige oplysninger må ikke videregives uden tilladelse.

14. Lovvalg og tvister

Dansk ret er gældende, og den internationale købelov udelukkes. Tvister afgøres ved Retten i Esbjerg. Før retssag skal parterne forsøge forlig eller mediation.

SEACORE APS – General Terms and Conditions of Sale (EN)

1. Validity

These terms and conditions apply regardless of any terms submitted by the customer. By completing the purchase, the customer accepts that SEACORE APS's conditions apply, and any customer terms are excluded from the agreement.

2. Offers

All offers issued by SEACORE APS are valid for 30 days from the date stated, unless otherwise specified in the offer.

3. Pricing

Prices are quoted in DKK or EUR excluding VAT. Changes in taxes, duties, exchange rates, or raw material costs between the offer date and payment date may result in price adjustments.

An environmental surcharge of 1% of the invoice total (minimum DKK 50) is added to cover supplier-related environmental fees. Additionally, a 2% surcharge on hourly wages is applied to cover:

- Material consumption
- ESG documentation
- Waste disposal
- Packaging, energy, oil, and transport duties
- Pallet handling
- Administrative fees

4. Delivery

Unless otherwise agreed, repaired products must be collected by the customer. Shipping costs are invoiced to the customer unless a written agreement states otherwise. Changes to the delivery schedule initiated by the customer may result in price adjustments.

5. Payment Terms

Standard payment terms are 10 days from the invoice date unless otherwise agreed. Late payments incur 3% interest per commenced month and a reminder fee of DKK 150.

If payment is not received after a reminder, a final notice with a 10-day deadline will be issued, after which the case may be referred to legal collection. SEACORE APS reserves the right to demand prepayment or security for larger projects.

6. Retention of Title

Ownership of goods remains with SEACORE APS until full payment has been received.

7. Delivery Delays

SEACORE APS is not liable for delays caused by supplier issues, illness, or similar circumstances. Delivery times will be extended as reasonably necessary. Financial losses due to delays are not compensated.

8. Complaints

Upon receipt, the customer must inspect the goods and submit any complaints in writing within 8 days. Warranty is valid for 12 months from delivery, or 6 months if operated continuously. For partial deliveries, the warranty applies only to the delivered component. Returns require prior written agreement and may be subject to a return fee.

9. Defects and Liability

SEACORE APS is not liable for operational losses or indirect financial damages. Liability for defects is limited to the invoice value of the defective item. Remedial action will be taken within a reasonable timeframe; if not possible, a proportional reduction may be offered. Damage due to misuse or poor maintenance is not covered.

10. Product Liability

SEACORE APS disclaims liability for property damage, including operational losses and indirect damages. Product liability is limited to the value of the defective item. SEACORE APS is not responsible for damage to real estate, customer products, or third-party property. Liability may be further limited to the applicable insurance coverage.

11. Limitation of Liability

SEACORE APS cannot be held liable for indirect losses such as lost profits, operational downtime, or loss of goodwill. The customer shall indemnify SEACORE APS against third-party claims. The suitability of products for the customer's intended use is the customer's responsibility.

12. Force Majeure

SEACORE APS is not liable for delays due to unforeseen events such as war, fire, strikes, transport issues, or supplier failure. The customer will be informed promptly. If the delay exceeds three months, either party may terminate the agreement in writing. Force majeure applies only if the circumstances were unforeseeable at the time of agreement.

13. Confidentiality and Intellectual Property

All intellectual property rights remain with SEACORE APS. Drawings and technical documentation may only be used with written consent. Confidential information must not be disclosed without prior approval.

14. Governing Law and Disputes

Danish law applies, excluding the International Sale of Goods Act. Disputes shall be settled by the District Court in Esbjerg. Before initiating legal proceedings, the parties must attempt mediation or executive-level settlement discussions.