



GENERAL CONDITIONS OF SALE AND TERMS OF DELIVERY 2020

Unless otherwise agreed, the following conditions of sale and terms of delivery shall apply to the purchase of machines, materials, machine accessories and spare parts, hereinafter machines, from FLEX FERTILIZER SYSTEM APS:

1. QUOTATIONS: All quotations are valid for 30 days from their date of issue. All prices exclude VAT and delivery and may be changed due to price fluctuations in materials, wages, costs, exchange rates, duties or other circumstances that are beyond FLEX FERTILIZER SYSTEM APS' control.

2. RETENTION OF TITLE: Machines supplied by FLEX FERTILIZER SYSTEM APS shall remain the property of FLEX FERTILIZER SYSTEM APS until the total invoice amount has been paid. The buyer shall keep machines fully insured at their full value and replacement value until such time as payment has been made in full.

3. DELIVERY: Delivery is ex FLEX FERTILIZER SYSTEM APS' address, unless other special arrangements have been made in writing.

4. DELIVERY DATE: The delivery date is calculated as from the date on which FLEX FERTILIZER SYSTEM APS receives the final order and all information necessary to execute the order. The delivery dates quoted are approximate, but FLEX FERTILIZER SYSTEM APS will do its utmost to deliver the order by the date quoted. FLEX FERTILIZER SYSTEM APS accepts no liability for delays due to force majeure or other circumstances beyond FLEX FERTILIZER SYSTEM APS' control. Unless other special arrangements have been made in writing, delayed delivery does not entitle the buyer to claim compensation or to cancel the purchase if the product has been adapted to the buyer's requirements.

5. TERMS OF PAYMENT: 50% on submission of order, 50% when system is reported ready for shipment.

6. DRAWINGS: All drawings and any models shall remain the property of FLEX FERTILIZER SYSTEM APS.

7. COMPLAINTS AND GUARANTEE PROVISIONS: All purchases are regarded as commercial purchases, which is why the buyer must therefore submit a written complaint immediately in the event of errors or omissions. Complaints are processed in accordance with the current terms of sale and delivery, subject to the buyer's prompt payment of any amounts due. Manufacturing faults shall be rectified by remedial action or replacement delivery, as decided by FLEX FERTILIZER SYSTEM APS. Rectification of manufacturing faults are free of charge with regard to wages and spare parts. Any transport costs relating to the rectification or replacement delivery, including travel costs and subsistence, shall be paid by the buyer.

FLEX FERTILIZER SYSTEM APS shall only be liable for damage caused by the product sold if it can be documented that the damage is due to errors made by FLEX FERTILIZER SYSTEM APS. FLEX FERTILIZER SYSTEM APS never accepts liability for operating losses, loss of profit or other indirect losses. FLEX FERTILIZER SYSTEM APS is only liable for one year from delivery of the product to the buyer for any damage caused by the product.

The guarantee period for new machines covers 12 months from delivery date.

FLEX FERTILIZER SYSTEM APS' guarantee obligations shall not apply in the following circumstances:

- Incorrect operation or incorrect installation
- Incorrect maintenance according to the instructions
- Operation under extreme conditions that were not approved in advance by FLEX FERTILIZER SYSTEM APS
- Use of non-original spare parts or accessories that have not been purchased from or approved by FLEX FERTILIZER SYSTEM APS
- Use of materials not approved by FLEX FERTILIZER SYSTEM APS
- Repairs or interventions undertaken by people not approved by FLEX FERTILIZER SYSTEM APS
- Failure to make payment

8. RETURNS: Returns are only accepted after prior written agreement with FLEX FERTILIZER SYSTEM APS and in intact and original packaging.

9. CANCELLATION OF ORDER: An order cannot be cancelled without the agreement of FLEX FERTILIZER SYSTEM APS.

10. DISCLAIMER: FLEX FERTILIZER SYSTEM cannot be held liable for any direct damage and damage as a result of the use of the Production Unit, the Flex Fertilizer System, Recipes, and the Flex Fertilizers. The effect of the Flex fertilizers is dependent on many factors (weather, soil, crop etc.), and testing and use of the Flex Fertilizers must always be carried out with caution on a small area initially, in order to avoid eventual negative effects.

11. SUPPLEMENTARY INFORMATION: In the event that the above terms do not provide coverage, reference is made to the applicable ORGALIME SE 01 general conditions for the supply and erection of mechanical, electrical and electronic products.