

General terms and conditions for TRD Surfaces ApS

1. Introduction.

The following terms and conditions apply to all offers, deliveries and orders, unless otherwise agreed in writing between the parties. Special terms and conditions specified in the buyer's order are not valid unless TRD Surfaces ApS has accepted the special terms and conditions in writing.

2. Technical reservations / comments.

The TRD processes with TRD CrC and TRD Gamma are developed to increase the surface hardness and corrosion protection steel alloys.

It is required that items received for treatment are clean. This includes that items are free from residues of oil, grease etc. If required, TRD Surfaces ApS can clean the items at a fixed price.

- It is required that items received for treatment are deburred and free of shavings.
- Sensitive areas and sharp edges must be marked for safe handling.
- Former processing of the items affects the final hardening result. It is therefore important, that TRD Surfaces ApS is informed about prior treatment of the items, including heat treatment and mechanical processing
- A TRD treatment may result in material gain in the order of microns. If the tolerances of the items treated are within this range, TRD Surfaces recommends conducting test runs to establish if and how treatments affect tolerances.
- Depending on the treatment of the items prior to TRD processing, the TRD treatment may result in shape changes. If items treated have tolerances less than 10 microns, it is recommended to conduct test runs to establish if and how the TRD treatment affects the tolerances.
- Individual parts of welded items as well as the welded seem, should preferentially be of the same alloy.

3. Offers / Prices.

Offers are valid for 30 days. Prices are excluding VAT. Possible supplements will be stated in the offer.

4. Delivery conditions.

Unless otherwise agreed in writing, delivery is Ex. Works (Incoterms), i.e. the delivery is at the buyer's expense and risk; a delivery is considered carried out when the goods are reported ready for pickup. The absence of any instructions from the buyer, means of transport and route will be chosen by TRD Surfaces ApS using best estimate.

TRD Surfaces ApS is not liable for any losses a buyer may have as a result of late delivery, regardless of the cause of the delay.

5. Duty of inspection / complaint.

Immediately upon receipt of the treated items, and before the items are used, the buyer shall investigate the items in order to ensure that there are no defects and deficiencies in the delivery.

Claims for defects and deficiencies, which should be identified the above-mentioned investigation, must be sent within 8 days after receipt of the items. If a claim relating to such defects and deficiencies is not sent within 8 days, the customer forfeits his right to complain to TRD Surfaces ApS about such defects and deficiencies.

6. Payment terms.

The payment terms for customers of TRD are as standard 30 days net. The buyer is not entitled to withhold payment due to any counterclaims, which TRD Surfaces ApS has not acknowledged in writing. By late payment, 2% interest per commenced month from the due date is charged. If the buyer does not comply with the agreed payment terms, TRD Surfaces ApS is not committed to any subsequent / remaining deliveries.

7. Liability and remedying of defects.

TRD Surfaces assumes – as far as possible and for a maximum of 12 months from the date of delivery – the obligation to correct errors or defects in the items supplied if the items proves to have errors or defects, and the errors or defects can be proved to be the responsibility of TRD Surfaces, with the following limitations:

- The buyer's allowance granted for possible errors or defects can never exceed the price of the delivered TRD service, unless otherwise agreed in writing.
- The obligation shall be void in case of improper storage and incorrect installation/application

8. Product Liability.

For damage to persons or property as a result of errors or defects in the service provided, TRD Surfaces is liable under applicable Product Liability Act.

Are there more than one responsible party, responsibility of TRD Surfaces is limited to 100,000 DKK as per the Product Liability Act § 11 section two.

9. Return of goods

Returning of items due to complaints can only be done after prior agreement with TRD Surfaces. The buyer is obliged to protect the returned items in a proper manner in order not to incur further damage to the items. If the items are not returned in a proper manner, TRD Surfaces is entitled to reject the returned items.

10. Ownership

The buyer's catalog of ideas, drawings, descriptions, models, samples etc., remain the buyers property and may be revoked at the request of the buyer. TRD Surfaces undertake not to disclose information to third parties without the buyer's consent.

11. Governing Law / Jurisdiction

The present conditions will be interpreted in accordance with Danish law.

All disputes related to the buyer's decision shall be settled by arbitration in accordance with the Danish Arbitration Institute's then-current procedural rules.