

# Standard sales and delivery terms



**Teldust**  
Filtration Solutions

The following sales and delivery terms are applicable to the extent that they are not expressly excluded by another written agreement.

## 1. Quotations

- 1.1. Quotations are given subject to the goods being unsold. Each quotation has got a dedicated number showed on quotation.
- 1.2. Quotations given are valid for a maximum of 30 days from the date of issue. The specific validity period could be shortened or extended based on individual establishments – direct validity date is shown on quotation.
- 1.3. If the Customer's acceptance deviates from the provisions of our quotation, our quotation becomes invalid.
- 1.4. Prices in the quotation are excluding VAT, turnover tax, public duties of any kind, packaging, transport, assembly, supervision, and any other eventual taxes. If any of these are indicated on quotation due to specific and individual demands, they are predicted costs and have non-binding character.
- 1.5. Prices are based on current market prices, salary, transport costs, exchange rates, cost of raw materials, etc., and may be adjusted in relation to changes in these. Prices stated in our price tables are non-binding and are subject to change without notice.
- 1.6. Teldust A/S recommend that offers are read carefully before accepting. Should there be any discrepancies, inform Teldust A/S about these discrepancies before accepting the offer.

## 2. Technical data

- 2.1. All technical information and data are only binding to the extent that the written agreement expressly refers to them.

## 3. Drawings and descriptions

- 3.1. Ownership of any drawings, descriptions and proposals accompanying the quotation or goods supplied remains with Teldust A/S. These must not be used or copied, reproduced, transmitted, or otherwise communicated to a third party without Teldust A/S' permission in writing.
- 3.2. If not otherwise agreed, Teldust A/S reserve the right to use any pictures, videos etc. obtained during the quotation and order process for marketing purposes now and in the future.

## 4. Local authorities' approval

- 4.1. Final approval of projects, installations or parts thereof is to be obtained by the Customer.
- 4.2. In case of the products are delivered in accordance with tender material, it is Customer's responsibility to ensure that the supplied goods comply with all to details of the tender material. Teldust A/S assumes no responsibility with regards to specifications, requirements or alike from the tender material. Any alterations and effects thereof are to be paid by the Customer.

## 5. Orders

- 5.1. Orders must be placed in the official written form by authorized personnel from Customer side.
- 5.2. Orders could be provided by e-mail to dedicated Salesperson Representative (contacts available <https://teldust.com/contact-us/>) or using general company mailbox: [contact@teldust.com](mailto:contact@teldust.com)
- 5.3. To each order Teldust A/S will provide dedicated and numbered drawings which must be approved by the Customer in written form (signature of authorized person and company stamp should be placed on the given documentation). Orders without approved drawings will not be processed into production stage. Teldust A/S will provide drawings for approval at maximum 10 working days after placement of the order.
- 5.4. The purchase is valid when Teldust A/S has confirmed the order. When the shipment date is agreed, the date will then be confirmed from our side in the order confirmation. In general, Teldust A/S' production time is 8-10 weeks from the date of signed agreement and approved drawing.
- 5.5. If the order confirmation deviates from the Customer's order, the Customer shall notify Teldust A/S within 3 days from the order date. If the Customer fails to do so, only the order confirmation shall apply.
- 5.6. Cancellations are accepted only following agreement and only against payment of costs incurred.

## 6. Shipment conditions

- 6.1. Teldust A/S is not liable for delays or obstructions that are beyond the company's influence and control.
- 6.2. Shipment times indicated are approximate and non-binding, unless otherwise specifically agreed.
- 6.3. If the Customer does not comply with the agreed provisions, Teldust A/S is not obliged to make any shipments or deliveries.
- 6.4. Stated shipment times are subject to other orders that may be received prior to acceptance.
- 6.5. Shipped or delivered goods cannot be returned.
- 6.6. Default conditions of delivery are based on FCA1, Incoterms 2020, unless otherwise specified in the quotation.
- 6.7. The risk for the goods shall pass to the Customer as defined in Incoterms 2020 in accordance with confirmed Incoterms rules.
- 6.8. The Customer is obligated to organize the proper shipment based on transportation drawings or shipment specific requirements provided in the given order. If organized shipment does not fulfill the given specification or meet the requirements in accordance with the order confirmation, Teldust A/S reserves the right to reject loading of any goods or claims for warranty, guarantee and damages.
- 6.9. We offer a service to establish a contact to a forwarding and shipping agent, if needed. Costs associated with this service is not included in this offer and will be charged separately.
- 6.10. The Customer is obligated to collect goods on a shipment date stated in order confirmation.
- 6.11. If shipment or delivery is postponed due to the customer's situation, the risk shall pass to the Customer upon the agreed shipment date.

## 7. Assembly

- 7.1. Teldust A/S solutions normally comes in pieces for assembly onsite. This includes bags, cages, cartridges etc. Thus, time and manpower must be allocated for assembling the filter solution onsite.
- 7.2. A crane, forklift or similar equipment must be available onsite when the filter or other goods arrive at the destination. Regardless of the terms of delivery, the Customer shall handle the unloading of the goods at the delivery site and shall provide all the necessary equipment to carry out the unloading. Furthermore, a crane or alike is needed for the mounting the filter and other filtration goods on-site. Costs for cranes and other equipment are not included in the offers.
- 7.3. The Customer is obligated to inspect the goods upon receipt and make a complaint to the carrier, if there are any transportation defects or deficiencies.
- 7.4. In case defects or deficiencies not arising from the transportation, there must be reported directly to Teldust A/S.
- 7.5. In case of visible defects or deficiencies, the complaint shall be made immediately to the carrier or Teldust A/S by written complaint on the delivery note. The complaint must be justifiable and state the character and extent of the defect or deficiency. In case of non-visible defects or deficiencies, the Customer shall make his complaint in writing to Teldust A/S or the carrier within seven days after receipt.
- 7.6. In any case, Teldust A/S shall be notified regarding the complaint.

## 8. Storage

- 8.1. Teldust A/S is entitled to charge storage fees from a day following a shipment date stated in the order confirmation.
- 8.2. The goods not picked-up on the shipment date stated in the order confirmation will be stored outdoor without any protection unless different is agreed between Teldust A/S and the Customer.
- 8.3. The risk for the goods passes to the Customer starting from the date following the shipment date stated in the order confirmation. The Customer is responsible for insuring the goods stored.

## 9. Packaging

- 9.1. Packaging and loading costs are not included unless otherwise specified in the dedicated quotations or orders.

## 10. Payment

- 10.1. Payment conditions are introduced on the given quotations and orders.
- 10.2. Net cash payment upon receipt of invoice.

- 10.3. The Customer is not entitled to withhold payment due to any possible counterclaim that Teldust A/S has not acknowledged in writing.
- 10.4. Ownership of the delivered goods is reserved until the total amount charged is paid.
- 10.5. In case of payment after the agreed payment dates, at least 2% interest is charged for each month or part thereof.
- 10.6. If the Customer cannot accept shipment or delivery at the agreed time, the purchase price is due for payment when the goods have been notified as ready for delivery.
- 10.7. In case of overdue payments from the Customer side Teldust A/S reserve the right to reject new orders, stoppage open goods production and deliveries till full payment realization.
- 10.8. If the Customer has not paid the amount due within three months, Teldust A/S is entitled to terminate the order by written notice to the Customer and to claim compensation for the loss Teldust A/S has suffered.

## 11. Warranty

- 11.1. The goods manufactured by Teldust A/S are covered by a 12-month warranty (maximum 2,000 operating hours). Warranty starts from the shipment date stated in the order confirmation. Goods manufactured by external suppliers are covered by supplier specific warranty terms.
- 11.2. Warranty does not cover ordinary replacement of ordinary wear and tear, defects caused by material provided by the Customer, or by constructions prescribed or specified by him, or defects caused by wrong operation, inadequate maintenance or incorrect installation or reparation performed by the Customer.
- 11.3. The goods must be sent carriage paid to our address, and will be recompensed such that we, at our discretion, repair or replace the product at no additional costs.
- 11.4. In case of spare filters, like filter bags or filter cartridges, warranty concerns production quality of filters and their proper condition during montage and starting operation of the unit. Our goods correspond to the latest state of the art technology regarding the quality of raw materials, production, and functionality of construction. Faulty filters could be replaced only free of charge once or to be repaired.
- 11.5. Teldust A/S recommends that components, spare parts, consumables etc. are bought directly from Teldust A/S. If any parts are used, that is not approved by Teldust A/S, the Customer forfeits all warranties and guarantees given by Teldust A/S.
- 11.6. The warranty is limited to the costs of delivered filter materials and is based on the given operating parameters. Operating data must be recorded and in the event of claim made available upon request. Teldust A/S offers parts that are replaced or repaired under the same rules that apply to the original delivery.
- 11.7. Teldust A/S offers parts that are replaced or repaired under the same rules that apply to the original delivery.
- 11.8. Teldust A/S must be notified in writing of any claims.
- 11.9. If the Customer wants representatives from Teldust A/S to be onsite in connection with warranty or claims, this must be carried out during normal working hours – typically from 8:00-16:00 hour from Monday to Friday weekly working days.
- 11.10. Warranty work includes consultations, visit inspections, if necessary, organization of delivery new parts. Warranty work excludes service and installation.
- 11.11. Teldust A/S can charge the Customer for the cost of travel, accommodation, man-hours and other direct costs for being onsite.
- 11.12. If installation of parts necessitates intervention in other equipment than the goods, the labor costs and costs resulting therefrom shall be the Customer's responsibility.
- 11.13. All transports in connection with repair or replacement shall be the Customer's risk and expense. The Customer will follow the Teldust A/S instructions as to how the transport shall be carried out.
- 11.14. Defective parts which are replaced shall be placed by Customer at Teldust A/S disposal and shall become his property.
- 11.15. The warranty is void if the product has been subject to faulty maintenance or improper usage and/or assembling.
- 11.16. Teldust A/S is not liable for defects arising out of materials provided by, or a design stipulated or specified by the Customer.

11.17. Warranty excludes and do not covers: cost of removal and disposal of faulty filters, faulty accessories or consequential losses resulting from interruption of operating plant; damages caused by flying sparks, glowing particles and fire; damages caused by increased pressure loss due to encrustation on the filters from oil carry over, working through dew point or long periods without working dust collector; damages from corroded or damaged cages (in case of filter bags); damages caused by oxidation and/or acids; any kind of abrasion; careless montage of filters; service life time of filter elements which are normally used products during operation; loss of profits; loss due to delayed delivery; personal injury; damage to property or similar.

## 12. Product liability

- 12.1. Teldust A/S is liable for any damage caused by the Products under the general rules of Danish law, including the product liability developed through case law and the Danish Product Liability Act (Produktansvarsloven), subject to the below limitations of liability.
- 12.2. Teldust A/S is not liable for any damage to real or personal property occurring while the products are in The Customer's possession. Furthermore, Teldust A/S is not liable for any damage to or loss of property which product or services from Teldust A/S has become part of, has been incorporated into, joined with or in other way connected with.
- 12.3. Teldust A/S is in no circumstances liable for any indirect loss, including any operating loss, loss of time, loss of profit or other financial consequential losses. This limitation of liability applies as between Teldust A/S and the Customer whether the loss has been suffered by the Customer or by any third party.
- 12.4. The Customer shall hold Teldust A/S harmless if Teldust A/S is held liable to a third party for any loss or damage for which Teldust A/S is not liable to The Customer under clauses 12.2 and 12.3.
- 12.5. The above limitations of liability shall not apply if Teldust A/S has acted with intent or gross negligence in relation to the product damage, or if the limitation of liability is contrary to mandatory law.
- 12.6. The Customer shall hold Teldust A/S harmless if the damages incurred by the product are due to The Customer's intent or negligence, to the degree accepted by case law and the Danish Product Liability Act (Produktansvarsloven).
- 12.7. If a third party makes any such claim against Teldust A/S, the buyer shall indemnify Teldust A/S against any losses. The parties shall without delay notify each other if a third party makes a claim, and the parties shall accept to be summoned by a third party both at the court of law or court of arbitration which handles the claim for compensation which has been made against one of them based on a damage which the third-party claims to have been caused by Teldust A/S' goods.

## 13. Complaints

- 13.1. Complaints not covered by Teldust A/S' warranty obligations must be made within 8 days of receipt of delivery.
- 13.2. The Customer must immediately upon receipt conduct a thorough inspection of the delivered goods to ensure that the product is free of defects and delivered as contracted.
- 13.3. If the Customer at this point consider that the goods sold suffer from a defect, the Customer must, if intending to claim remedy of the defect, immediately notify the Teldust A/S in writing.
- 13.4. If the Customer regarding to Teldust A/S' delivered goods or parts thereof receives complaints from the Customer's clients or other users of Teldust A/S' delivered goods, the Customer must immediately notify the Teldust A/S of the complaint in writing.
- 13.5. If the Customer fails to comply with this obligation, the Customer cannot later claim remedy of defects or compensation from the Teldust A/S, likewise the Customer must indemnify the Teldust A/S against any claim that the Customer's customers may legitimately make directly against the Teldust A/S.

## 14. Defects

- 14.1. If the goods are defective, Teldust A/S has the right to carry out remediation. Only if Teldust A/S is not able, within a reasonable time and with a reasonable number of remedy attempts, to remedy defects, correct errors or carry out adjustments, may the Customer allow a third party to carry out remediation or claim return of the purchase price.
- 14.2. If the Customer permits unwarranted remedy to be carried out by a third party, the Customer may not in such cases claim the costs thereof from Teldust A/S. In the event of quantitative deficiencies, Teldust A/S may carry out later delivery within a reasonable time, in which case the Customer may not claim non-compliance.
- 14.3. The Customer bears the risk that Teldust A/S delivered goods are fit for the purpose specifically intended by the Customer.

## 15. Compensation

- 15.1. Compensation of any kind is only granted if this is agreed in writing between Teldust A/S and the Customer.
- 15.2. Any agreed compensation can never exceed the contract sum between the Customer and Teldust A/S. Teldust A/S can deduct all costs for traveling, service, commissioning, support etc. that Teldust A/S has generated on finding and solving a claim for compensation.
- 15.3. The Customer's eventual compensation sum can never exceed the total contract sum for Teldust A/S' service or services that are specifically related to the defect or defects in the goods that give rise to liability.
- 15.4. The Customer's eventual compensation sum can never exceed the total contract sum for Teldust A/S' service or services that are specifically related to the defect or defects in the goods that give rise to liability.

## 16. Force majeure

- 16.1. In the event of force majeure, Teldust A/S is freed from all its obligations for as long as the force majeure situation continues. Force majeure exists where Teldust A/S or Teldust A/S' suppliers are prevented from fulfilling contracts covered by these sales and delivery conditions as a result of events such as war, civil war, insurrection, terrorism, government restrictions, import-export embargoes, natural disasters of any kind and widespread or local labor conflicts, fire, power failure, computer virus or similar unless it can be demonstrated that the Teldust A/S should reasonably have foreseen this at the time the agreement was concluded.

## 17. Disputes

- 17.1. Disputes in connection with the agreement between Teldust A/S and the Customer must be settled according to Danish law at Teldust A/S' local court or the Maritime and Commercial Court in Copenhagen at Teldust A/S' discretion.
- 17.2. Any disputes arising from or relating to the agreement, including disputes regarding the existence and validity of the agreement, the interpretation and application of these terms, and the accordance between the delivery and the agreement shall be settled under Danish law by arbitration according to rules of the Danish Arbitration Institute in Copenhagen as in force from time to time. Disputes in which the amount in dispute is less than DKK 1,000,000 shall be settled by the Danish Arbitration Institute in Copenhagen by simplified arbitration according to rules of this Institute as in force from time to time.

## 18. Material and energy prices

- 18.1. In case of increases in material and energy prices, Teldust A/S is entitled to transfer suppliers' prices to the customer without notice, if material and energy are included as an element in the construction part of the filter or other sold goods.

## 19. Documentation

- 19.1. All our documentations are in available in English.
- 19.2. Translation to other languages is handled on request. Translations are charged separately and are not included in offer unless otherwise agreed.
- 19.3. Documentation is distributed only in electronic version on given Customer's e-mail address.

## 20. Other

- 20.1. Where the above delivery and payment terms do not apply, we refer to the "General conditions for the supply of machinery and other mechanical and electrical equipment between Denmark, Finland, Norway and Sweden as well as within these countries."