

# ACO FUNKI A/S general terms of sales and delivery

This is valid from the 1st of June 2020 and replaces all previously published terms of sales and delivery. All prices are gross prices excluding VAT and are subject to the following general sales and delivery terms.

ACO FUNKI A/S is not liable for misprints or product and price changes.

The sales and delivery terms stated below are valid unless a written agreement of derogation is signed between ACO FUNKI A/S and Buyer.

## Drawings and product information

Drawings, wording in quotes, illustrations, technical specifications and other product information etc. are guiding and without any obligation or liability and ACO FUNKI A/S is not liable for any errors, misinterpretations, notices or laws etc.

Project material (drawings, illustrations, quotes etc.) are the property of ACO FUNKI A/S and can not be handed over to other parties without the written consent of ACO FUNKI A/S. If this requirement is not met, ACO FUNKI A/S reserves the right to invoice its internal costs.

## Quotes

Quotes are made subject to prior sale and validity of quotes. Quotes specifically state validity. ACO FUNKI A/S reserves the right to withdraw any quote without any prior notice.

## Prices

All prices are excluding VAT and based on all known taxes and material costs at the time of quote submission. ACO FUNKI A/S reserves the right to price regulations due to changes in taxes or material costs.

## Payment terms

8 days net. Buyer is not justified to set off any claims in payments without prior written consent of ACO FUNKI A/S. Overdue payments are subject to 1.5% interest per commenced month. ACO FUNKI A/S reserves the right to require a payment guarantee at any time.

## Handling fee

Orders amounting to less than 536 Euros are subject to a handling fee of 20 Euros.

## Delivery terms

EXW Herning - according to Incoterms 2010. (ACO FUNKI A/S has taken out transport insurance on all deliveries, notwithstanding delivery condition.)

## Time of delivery

Our time of delivery is according to agreement between Buyer and ACO FUNKI A/S.

## Packing materials

Pallets and transport frames are invoiced at 11 Euros each. Pallets and frames are not returnable due to risk of infection.

## Return of goods

Return goods are only accepted according to prior and specific agreement between Buyer and ACO FUNKI A/S. ACO FUNKI A/S only accepts return of unused, non-damaged standard goods, which have never been installed. Return goods must be in original packing. Return goods will be credited at 80% of the item's net price.

If ACO FUNKI A/S is project liable all excess items after project completion are the property of ACO FUNKI A/S.



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## Other terms

### Mounting

Mounting is not included in quotes from ACO FUNKI A/S, unless otherwise clearly stated in the order confirmation. The same applies to all electric/construction and foundation work.

Mounting is only performed at a fixed price if the mounting site is empty, cleaned up and in an already prepared condition. It is the responsibility of the Buyer to place the material closest possible to the mounting site and to ensure an acceptable accessibility of the mounting site, in accordance with the assessment of Service and Mounting department.

If mounting coincides with other on site work performed by third party, mounting is carried out at an hourly payment rate.

ACO FUNKI A/S reserves the right to change the agreed price on projects with fixed mounting price, if the Service and mounting department does not find the mounting site properly prepared. ACO FUNKI A/S also reserves the right to invoice additional time spent on any in vain driving, wages, site cleaning, removal of goods etc.

Self-supporting cast iron, concrete slats and polymer troughs are never included in the mounting prices, except when otherwise specifically stated in the order confirmation.

All water installations end by the end of the row or on the inside of the section, except when otherwise specifically stated in the order confirmation.

When Buyer self is responsible for mounting, all adjustments to the equipment are at own risk (pipes, board profiles etc.) regardless of any acquired supervision from ACO FUNKI A/S.

### Self-supporting cast iron:

Due to production method fluctuations in dimensions and sizes may occur. As a result, the product may be uneven.

None of these fluctuations are of any significant importance to the product functionality. Cast iron slats are only intended for pigs and should not be exposed to any other strain.

### General information:

Colour difference may generally occur in the products, especially products produced of miscellaneous types of PVC/plastic/fiber material.

All types of water valves are designed for a working pressure of 2.5-3.0 bar. It is the buyer's responsibility to measure and possibly regulate the water pressure.

ACO FUNKI A/S does not accept complaints on water valves used at a working pressure above 3 bar.

When extra deliveries of goods or services are requested due to alleged lacks, ACO FUNKI A/S reserves the right to invoice the goods' value as well as any other additional costs, in case a previous delivery has been made or the alleged lacks are groundless.

ACO FUNKI A/S disclaims complaint liability if there has been added acid to water/feed without prior accept. ACO FUNKI A/S also disclaims liability if the concrete indoor climate, does not meet with the standards of good indoor climate.

The description of goods should only be considered as guiding and is subject to errors. Therefore the component list is valid for the quote. If the component list is not attached to the quote, it is imposed on the Buyer to obtain it.

For all other conditions regarding deliveries excluding installation, NL92 apply, except for the last sentence of point No. 11 as well as points Nos. 13 and 14.



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