

The ideal solution from vision to reality

Øgendahls Maskinfabrik A/S
Mosegård Silo A/S
Jupitervej 16A
7620 Lemvig

ORDER FORM

Full name *

<i>Name</i>	<i>Surname</i>

E-mail *

--

Tel. *

--

Company's
name *

--

Address *

<i>Street name</i>	
<i>City</i>	<i>Region</i>
<i>Zip code</i>	<i>Country</i>

Desired
delivery date *

<i>dd/mm/yyyy</i>

***Note:** Payments should only be made within 3 days after submission of this form

Complete
delivery address *

<i>Street name</i>	
<i>City</i>	<i>Region</i>
<i>Zip code</i>	<i>Country</i>

Øgendahls Maskinfabrik A/S & Mosegård Silo A/S

+45 9782 0582 | +45 9713 1547

www.oegendahl.dk | www.silo.dk

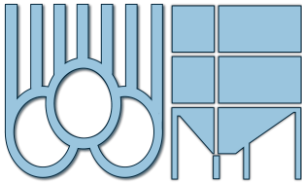
info@oegendahl.dk | mosegaard@silodk.dk



Ordered Items *

[illegible]

 info@oegendahl.dk | mosegaard@silodk.dk



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Special instructions
& Requests

Confirmation *

Please read our Terms and Conditions carefully. Please find them on the next page!

☐

I have read and accepted Øgendahls Maskinfabrik and Mosegård Silo's Terms and Conditions and I am fully aware, and I will comply with the terms and conditions, and by submitting this form, I am obliged to pay for the items listed above.

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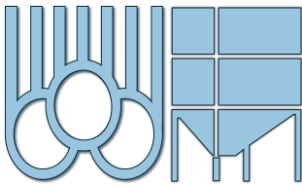
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Terms and Conditions

Application of these Terms and Conditions

The following Terms and Conditions apply to this and all subsequent contracts of Øgendahls Maskinfabrik and Mosegård Silo the right to make changes is reserved. Øgendahls Maskinfabrik and Mosegård Silo shall not be bound by contradicting Terms and Conditions of the Customer. These Terms and Conditions shall also apply when Øgendahls Maskinfabrik and Mosegård Silo performs services being aware of contradicting conditions of the Customer, even if Øgendahls Maskinfabrik and Mosegård Silo does not expressly object to them. Any additional obligations accepted by Øgendahls Maskinfabrik and Mosegård Silo shall not affect the application of these sales conditions.

Markets

The displayed products are not necessarily available on all markets. Øgendahls Maskinfabrik and Mosegård Silo reserves the right to decide which products shall be available on the different market.

Duty to Cooperate in Contracts with Assembly Service

The Customer shall ensure an adequate access to the construction site and provide sufficient space, sustainable flooring for unloading and it shall create the structural requirements for the assembly work; assembly rooms shall be heated in winter; the Customer shall be obligated to provide electrical energy, water, lighting. The Customer shall create the preconditions to perform test runs.

Obligations of the Company Øgendahls Maskinfabrik and Mosegård Silo

- A. Mosegård Silo and Øgendahls Maskinfabrik shall not be obligated to advice the Customer. If the agreed services require more detailed provisions, Øgendahls Maskinfabrik and Mosegård Silo shall be entitled to make such by taking into account its own interests and the recognizable interests of the Customer.
- B. When assembly is required, Øgendahls Maskinfabrik and Mosegård Silo may request the Customer to perform partial acceptances for self-contained parts of the subject matter of the contract after their completion. Furthermore, Øgendahls Maskinfabrik and Mosegård Silo may request acceptance upon completion.
- C. In the event of material defects, the Customer shall be entitled to refuse the (partial) acceptance. Any contractual and statutory warranty claims for defects reserved by the Customer upon (partial) acceptance shall remain unaffected.
- D. Preconditions for the compliance with deadlines on the part of Øgendahls Maskinfabrik and Mosegård Silo are and the customer shall be in default of acceptance if (a) the Customer fails to comply with its duty of cooperation required to render the services; (b) the dispatch of goods is delayed due to circumstances for which the Customer is responsible; (c) the Customer fails to provide, in due time, any documents, approvals or releases to be obtained.

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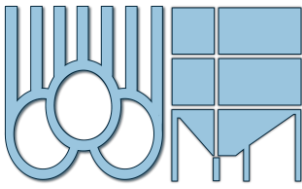
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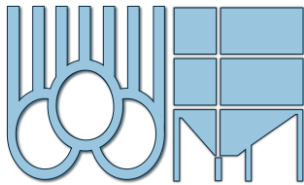
- E. Mosegård Silo and Øgendahls Maskinfabrik shall only be obligated to perform when the Customer has made the agreed down payment and has complied with all other obligations incumbent upon it. Mosegård Silo and Øgendahls Maskinfabrik's additional rights shall remain unaffected if the Customer is responsible for the non-compliance with its obligations. The delivery term will be reasonably extended in the event of force majeure or other hindrances not caused by Mosegård Silo and Øgendahls Maskinfabrik.
- F. For sold goods, the risk shall pass to the Customer upon loading, irrespective of who performs the transport. In the event of a delay of dispatch caused by circumstances for which the Customer is responsible, the risk shall pass to the Customer upon notification of the readiness for dispatch. In the event of assembly services, the risk shall pass to the Customer upon acceptance of the goods.
- G. Irrespective of any other arrangements, in particular an agreement on relating Incoterm clauses, Øgendahls Maskinfabrik and Mosegård Silo shall not be obligated to organize the transport of the goods, to insure the goods, to obtain any certificates or documents not expressly agreed, to obtain the licenses, approvals or other formality to be observed for import or export, or to perform the customs clearance, to bear public charges arising outside of Lemvig (Denmark), to comply with measuring and weight systems, packaging, identification or labeling provisions applicable outside of Lemvig (Denmark) or to take back packaging material from the Customer.

Price and payment

- A. In the event of agreed assembly, the payment shall fall due, in full, upon acceptance. If the services are accepted in parts, the agreed payment shall be made for each part upon its acceptance.
- B. Payments shall be made in Danish kroner (DKK), at the date specified in the written order, and without discount and charges. The receipt of the payment by Øgendahls Maskinfabrik and Mosegård Silo shall be decisive for the timeliness of the payment.
- C. Mosegård Silo and Øgendahls Maskinfabrik shall, at its own discretion, be entitled to set off payments received with receivables due from the Customer at the time of payment which are based on its own or assigned rights.
- D. In the event of default of payment, the Customer will be charged and liable for any and all additional administrative and/or court costs.
- E. If the Customer is in default of payment or in the event of other serious indications that the payment is endangered, Øgendahls Maskinfabrik and Mosegård Silo shall, notwithstanding further claims, be entitled to request immediate payment for deliveries already made and prepayment or payment upon delivery for future deliveries, at its own option. As an alternative, Øgendahls Maskinfabrik and Mosegård Silo may request the provision of sufficient securities.
- F. The Customer shall not be entitled to offsetting against claims for payment against Øgendahls Maskinfabrik and Mosegård Silo, unless the Customer's counter claim is based on its own right and is either judicially determined, accepted by Øgendahls Maskinfabrik and Mosegård Silo in writing or undisputed. The Customer shall only be entitled to a right of retention or any other objection, if Øgendahls Maskinfabrik and Mosegård Silo commits a serious breach of its obligations arising from the same contractual relationship and failed to offer an adequate security.

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Order, delivery and costs

In the event order acceptance and payment in full and/or as agreed in the written order, Øgendahls Maskinfabrik and Mosegård Silo shall send the order to the Customer, within 6-8 working days. The Incoterm clauses apply in all cases (rf. Obligations of the company Øgendahls Maskinfabrik and Mosegård Silo).

There is a delivery costs for all orders, no matter how big is the order. Øgendahls Maskinfabrik and Mosegård Silo provide delivery by themselves and/or with Danish Carriers (unless otherwise indicated), in order to receive on the date requested in the order. Normally Danish Carriers are performing day-to-day deliveries. However, if there are delays with the Danish Carrier, this will postpone the delivery of the order, accordingly in relation to the desired delivery date. Øgendahls Maskinfabrik and Mosegård Silo cannot be held responsible for delays caused by Danish Carriers. Delivery to Bornholm and some small islands shall be possible, but it is expected to be longer delivery time. Rf. To Obligations of the company Øgendahls Maskinfabrik and Mosegård Silo.

Retention of Title

Goods delivered shall remain the property of Øgendahls Maskinfabrik and Mosegård Silo until the Customer has fulfilled any and all of Øgendahls Maskinfabrik's and Mosegård Silo's claims arising from the business relationship, including claims arising in future under contracts concluded simultaneously or later. In the event of resale of the goods under retention of title, the Customer shall be obligated to disclose.

Øgendahls Maskinfabrik's and Mosegård Silo's retention of title and to pass it on in a way that Øgendahls Maskinfabrik and Mosegård Silo remains the owner on account of retention of title. Claims arising from resale are herewith assigned to Øgendahls Maskinfabrik and Mosegård Silo. Income from resale shall be deemed to be received for Øgendahls Maskinfabrik and Mosegård Silo and shall be paid to Øgendahls Maskinfabrik and Mosegård Silo insofar as Øgendahls Maskinfabrik and Mosegård Silo has outstanding debts.

The Customer shall support Øgendahls Maskinfabrik and Mosegård Silo in all legally admissible measures required to protect Øgendahls Maskinfabrik's and Mosegård Silo's property in the relating country. Any additional costs incurred as a result shall be borne by the buyer.

If the Customer violates the contract, in particular in the event of default of payment, Øgendahls Maskinfabrik and Mosegård Silo shall be entitled to take the delivered objects back. Such repossession shall not be considered a withdrawing from the contract, unless Øgendahls Maskinfabrik and Mosegård Silo expressly stated it in writing.

Mosegård Silo and Øgendahls Maskinfabrik undertakes to release securities if and insofar as their value exceeds 120 % of Øgendahls Maskinfabrik's and Mosegård Silo's claim; Øgendahls Maskinfabrik and Mosegård Silo shall be responsible for selecting the securities to be released.

Warranty, Liability

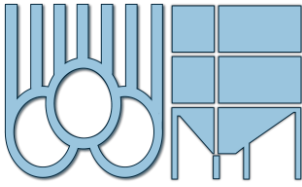
In the event of a defect, Øgendahls Maskinfabrik and Mosegård Silo offers a warranty to the Customer under the following conditions:

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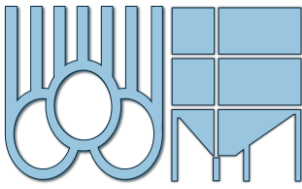
1. The quality to be provided by Øgendahls Maskinfabrik and Mosegård Silo as well as the quantity of the deliverable are exclusively subject to the specifications in the written order. Public statements by Øgendahls Maskinfabrik and Mosegård Silo or Øgendahls Maskinfabrik's and Mosegård Silo's employees or by third parties on the goods to be provided shall not be taken into consideration in the determination of the quality of the service to be performed. Øgendahls Maskinfabrik's and Mosegård Silo's employees are not entitled to make guarantee statements, provide information on quality or information on profitability, outside of the written order.
2. Mosegård Silo and Øgendahls Maskinfabrik will exclusively accept a guarantee if such is specified in the written order. In no event will other statements by Øgendahls Maskinfabrik and Mosegård Silo or Øgendahls Maskinfabrik's and Mosegård Silo's employees constitute a guarantee.
3. The Customer shall inspect the goods immediately after transfer and shall check each individual delivery in any respect for recognizable and typical lack of conformity. If the Customer finds such lack of conformity, the Customer shall be obligated to directly inform Øgendahls Maskinfabrik and Mosegård Silo of such in writing and as soon as possible.
4. Defects in partial deliveries will not entitle the Customer to reject the entire services.
5. If the Customer attempts to remedy defects themselves, without having granted Øgendahls Maskinfabrik and Mosegård Silo a grace period for rework which expired without performance, Øgendahls Maskinfabrik's and Mosegård Silo's warranty will be cancelled.
6. In the event of justified complaints, Øgendahls Maskinfabrik and Mosegård Silo will, at its own discretion, remedy the defect or provide a replacement. If the subsequent performance is unsuccessful, the Customer shall be entitled to deductions in price or to withdrawal.
7. Claims for damages against Øgendahls Maskinfabrik and Mosegård Silo will exist only insofar as the damage was caused by gross negligence or intent. The same shall apply to any claim for the reimbursement of expenses under. The Customer shall be obligated to inform Øgendahls Maskinfabrik and Mosegård Silo of special risks of damage prior to the conclusion of the contract.
8. In the event of construction services, the warranty period shall apply, in all other cases it shall be 24 months.
9. The disclaimers and limitations above shall apply also as to the personal liability of bodies, employees, representatives and vicarious agents of Øgendahls Maskinfabrik and Mosegård Silo.
10. Mosegård Silo and Øgendahls Maskinfabrik will not accept any warranty that the goods are suitable for the purpose intended by the Customer and/or are in compliance with the legal provisions applicable in the Customer's country. The Customer shall, at its own expense, be responsible for obtaining any permits and authorizations which are required for use and/or delivery and/or assembly.

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Entering into and Conclusion of Contract

The Customer shall be bound by its purchase order for five weeks. Any and all purchase orders received also by Øgendahls Maskinfabrik's and Mosegård Silo's employees and subsequent amendments of contracts concluded will only take effect upon a written order by Øgendahls Maskinfabrik and Mosegård Silo or by the performance of an ordered service. Any other behavior or silence does not create an obligation for Øgendahls Maskinfabrik and Mosegård Silo. Employees of Øgendahls Maskinfabrik and Mosegård Silo are not authorized to waive the obligation to make an order or to make promises deviating from its contents. The contract shall be deemed to be concluded with the contents of the written order, unless the Customer objects to the order, in writing, to Øgendahls Maskinfabrik and Mosegård Silo, within 7 calendar days after receipt of the order, at the latest.

Cancellation Policy

7 days' written notice of cancellation is required. Notification for instance, in person and/or via email, will be accepted subject to confirmation in writing. We reserve the right to levy a charge fee to cover any subsequent administrative expenses. **Phone cancelation is not permitted and it is not accepted.**

Withdrawal

Without prejudice to any other legal rights, Øgendahls Maskinfabrik and Mosegård Silo shall be entitled to withdraw from the contract without replacement, if the Customer objects to the applicability of these Terms and Conditions, if an application for the initiation of insolvency proceedings over the Customer's assets is filed, if the Customer fails to comply with material obligations towards Øgendahls Maskinfabrik and Mosegård Silo or a third party, without giving a justified reason, if the Customer made untruthful statements about its creditworthiness, if Øgendahls Maskinfabrik and Mosegård Silo receives information about a material deterioration of the Customer's asset situation after the conclusion of the contract, if Øgendahls Maskinfabrik and Mosegård Silo does not receive correct or timely deliveries itself, without Øgendahls Maskinfabrik's and Mosegård Silo's fault, or if Øgendahls Maskinfabrik and Mosegård Silo is, for other reasons, no longer able to comply with its service obligations by using means which are reasonable taking into account its own interests and the justified interests of the Customer recognizable at the time of conclusion of the contract as well as, in particular, in view of the agreed compensation.

General Bases of Contract & Applicable law and venue

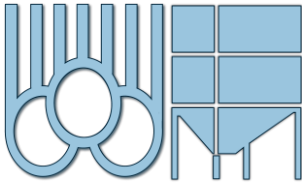
These General terms and the content on this website shall be governed exclusively by Danish Law without regard to its conflict of law rules. Any dispute arising out of or in relation to these General terms and the Privacy Policy shall, if it cannot be solved amicably, be decided solely by the Danish Courts in Copenhagen, Denmark.

Place of performance, payment and fulfillment for all obligations arising from this contract shall be Lemvig, Denmark. That shall apply irrespective of arrangements regarding the bearing of costs or an agreement on Incoterms clauses.

The laws of Denmark shall apply to all rights and claims arising from this contract. The place of jurisdiction shall be Lemvig, Denmark.

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All – contractual and non-contractual – disputes arising from contracts which are intended to fall under the applicability of these sales conditions shall be submitted to the locally and internationally exclusive jurisdiction of the courts competent for Lemvig, Denmark. Such competency excludes, in particular, any other competency which is legally stipulated based on a personal or factual connection. Moreover, the Customer shall not be entitled to raise any counterclaim, offsetting, third party notices or retention before any other than the court in Lemvig, Denmark, which has exclusive jurisdiction. However, Øgendahls Maskinfabrik and Mosegård Silo shall be entitled, in individual cases, to file actions at the Customer's registered office or before other courts competent based on domestic or foreign laws.

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