Terms and conditions

1. Validity

1.1 Attached sales and delivery conditions apply to all offers, sales, and delivery for MODU Valves A/S. CVR: 38306650 - hereinafter “MODU”.

2. Offer

2.1 Submitted offers from MODU are valid for 30 days from the date of the offer unless a special acceptance deadline is stated in the offer. If acceptance has not been received by MODU within 30 days after the dating, the offer is canceled.

3. Prices

3.1 All stated prices are in Danish kroner or euros as well as exclusive of VAT. The buyers are obliged until acceptance to accept changes and prices as a result of documented increases in exchange rates, freight rates, taxes, duties, etc. regarding the agreed delivery.

3.2 If the item sold is covered by MODU’s price list, the price following which is valid at the time of the agreement, cf. item 2.1 is determined.

3.3 A minimum fee of 250 DKK is charged for orders under 750 DKK

4. Payment

4.1 Payment terms are 14 days, net.

4.2 If delivery is postponed due to the buyer’s circumstances (receivables mora), the buyer is, unless otherwise agreed in writing whit MODU, nevertheless obliged to pay MODU ad if delivery had taken place at the agreed time.

4.3 If payment is made after the due date, the buyer is obliged to pay a reminder fees as well as interest.

4.4 The buyer is not entitled to set off any counterclaims with MODU that have not been confirmed in writing by MODU, and the buyer is not entitled to withhold any part of the detail due to counterclaims of any kind.

4.5 For orders with a total net value below EUR 135 excl. VAT, an administration and handling surcharge of EUR 40 will be applied. The surcharge will be specified in the order confirmation and invoiced together with the order.

Terms and conditions

5. Delivery

5.1 Unless otherwise agreed in writing, delivery takes place ex. Works from MODU's address.

6. Packaging, etc.

6.1 Packaging of the goods sold takes place at the buyer's expense unless it is expressly stated that it is included in the price.

6.2 Pallets, pallet frames, containers, lattice boxes, etc. are invoiced to the buyer unless otherwise agreed in writing.

6.3 An environmental and packaging fee of DKK 45 excluding VAT will be charged per order.

7. Retention of title

7.1 Ownership of the goods sold is MODU's until the entire purchase price with any addition of accrued costs have been paid to MODU.

7.2 When converting or processing the goods sold, the right of ownership is maintained so that the converted or processed object to an extent equal to the value it sold represented at the sale.

8. Product information and changes

8.1 Drawings, specifications, and likewise, which have been handed over to the buyer before or after the conclusion of the agreement, remain the property of MODU and may not be disclosed without written consent/agreement used for anything other than that which was the purpose of the delivery.

8.2 MODU reserves the right, without notice, to make changes to the agreed specifications, if this can be done without inconvenience to the buyer.

Terms and conditions

9. Delay

9.1 If MODU finds that it is not possible to deliver on time, or if a delay on MODU's part is considered likely, MODU shall, without undue delay, notify the Buyer in writing and at the same time state the reason for the delay and the time when delivery is expected to take place. The Purchaser is then not entitled to invoke remedies against MODU in connection with delay.

9.2 If MODU then finds that it is also not possible to deliver within the new delivery time announced by MODU, MODU shall once again without undue delay notify the buyer in writing and at the same time state the reason for the delay and the time when delivery is expected to take place. The purchaser still does not have the right to invoke remedies against MODU in connection with the delay.

9.3 If deliveries are not made within the new delivery time announced by MODU, the buyer is only entitled, by written notice to MODU, to demand delivery and set a reasonable deadline for doing so, thereby indicating that the buyer intends to terminate the agreement if delivery does not take place within this stipulated period.

9.4 If delivery has not taken place within the deadline set by the buyer and this is not due to circumstances for which the buyer is responsible, the buyer is then entitled, by written notice to MODU, to terminate the agreement in respect of the part covered by the delay.

9.5 IF the buyer terminates the agreement following clause 9.4, the buyer is entitled to claim compensation. The buyer's claim for compensation may not, however, exceed the purchase price for the goods sold, cf, item 13.1, and may not include indirect losses, cf, item 13.2 in addition, the buyer is not entitled to any other compensation in connection with the delay.

9.6 If the delay in delivery is due to MODU being prevented from fulfilling the agreement or the fulfillment is unreasonably burdensome due to a situation as specified in clause 10.1, the delivery time is postponed by the time that the obstacle lasts. The parties shall be entitled to cancel the agreement when the impediment has lasted for more than 3 months without any of the parties being able to raise claims against the other parties in that regard.

10. Force Majeure

10.1 MODU has the right to terminate the fulfillment of MODU's obligations under the contract without incurring liability to the buyer to the fulfillment is prevented or made unreasonably burdensome by the following circumstances: Dangerous conflict and any other circumstance beyond the reasonable control of MODU, such as fire, war, mobilization, requisition, seizure, currency restrictions, breakdown of IT-systems, embargo, riots, and unrest, lack of means of transport, general shortage of goods, restrictions on diving power or electricity, as well as shortages or delays in deliveries from subcontractors and suppliers, are due to any of the transactions mentioned in this section.

Terms and conditions

11. Deficiencies and complaints

11.1 Upon delivery, the buyer must immediately make such an examination of what is sold as proper return use requires.

11.2 If the buyer wants to claim a defect, the buyer must immediately after the defect is or should have been discovered, give MODU written notice to that effect, stating what the defect consists of. If the buyer has discovered or should have discovered the defect and does not complain as stated, the buyer cannot later claim the defect. In the absence of a for which MODU is responsible, MODU is entitled to compensation for this work and the costs that the complaint has unnecessarily incurred by MODU.

11.3 At MODU's choice, defects in the goods sold will be rectified or the goods sold will be returned. If the defect remedies this, the buyer is not entitled to further default rights.

11.4 If remediation or redelivery following clause 11.3 does not take place within a reasonable time, the buyer is subject to the general rules of Danish law, and these terms of sale and delivery entitled to cancel the agreement, and demand a sale in the purchase price, or demand compensation. However, the buyer's claim for damages may not exceed the purchase price of the item sold, cf. clause 13.1, and may not include indirect losses. See section 13.2. Transport damages must be reported to MODU no later than 14 days after receipt

11.5 IF the buyer has not claimed defects against MODU within 6 months after the delivery date, the buyer cannot later claim it. If the goods sold are used more intensively than agreed or can be considered presumed after the agreement, the 6 months is shortened proportionately. For parts that have been replaced or repaired in accordance whit clause, 11.3 MODU assumes the same obligations as apply to the original item sold for 6 months, however, so that MODU's liability for defects in no part of the item sold can be extended to more than 12 months from the original delivery date.

11.6 Alteration or interference whit the sale without MODU's written consent releases MODU from any obligation.

12. Product Liability

12.1 MODU is only liable for personal injury and property damage if it is proved that the damage is due to intent or gross negligence on the part of MODU. MODU shall not in any case be liable for operating losses, lost profits, or other indirect losses on the part of the buyer or third parties.

12.2 To the extent that MODU is subject to product liability towards third parties, the buyer is obliged to indemnify MODU to the extent that MODU's liability is limited following the foregoing rules. The same applies to the extent that the buyer or the buyer's people by fault or neglect have contributed to the occurrence of the damage or have increased its extent.

12.3 If a third party claims damages against the buyer due to product damage, MODU must be informed immediately.

Terms and conditions

13. Limitation of Liability

13.1 A claim for damages or a claim for a proportionate refusal against MODU may not exceed the purchase price of the sold.

13.2 MODU shall not be liable for operating losses, lost profits, or other indirect losses in connection with the contract, including indirect losses arising from delays or defects in the goods sold.

14. Disputes and Applicable law

14.1 Any dispute that may arise in connection with the contract shall be settled following Danish law.

14.2 All disputes, disagreements, and claims that may arise directly or indirectly from the contract or its interpretation shall, at MODU's option, be brought before the Danish Court in Kolding as the first instance or for a final decision before the Institute of Arbitration in Copenhagen following the rules adopted by the Institute of Arbitration to that effect, which are in force at the time the arbitration proceedings are brought. The language of the proceedings must be Danish.

15. Return of goods

15.1 Unused stock items are returned for a fee of 20 percent.

15.2 Unused goods will be returned by further agreement. This is subject to MODU being able to return the goods to their supplier, and based on these conditions, a return fee and shipping will be imposed.

Vejle, September 2026