

Terms & Conditions

Service, Business Unit Heat & Gas Systems



General	<p>This order is subject to the terms and conditions in Orgalim S2022.</p> <p>Any modifications, additions or deviations are stipulated below.</p>
Prices	<p>Price lists for service assistance, tools, etc. are subject to special terms and shall be enclosed with and form an integral part of these Terms and Conditions. In case of discrepancy between them, the price lists shall prevail.</p>
Payment	<p>If payment is not received on the due date, interest will be charged from that date until payment is effected. Interest shall be added to the invoiced amount on the basis of LIBOR for USD plus 6% p.a.</p> <p>If the Buyer wishes to transfer the order to a third party, such transfer requires Alfa Laval's prior acceptance. In this situation, the Buyer shall remain liable for payment to Alfa Laval.</p>
Transfer of ownership and insurance	<p>Work or products delivered by Alfa Laval shall remain the property of Alfa Laval until paid for in full to the extent that the applicable law permits such retention of property. Moreover, until that date, the Customer will keep the equipment/module insured against all risks, in particular fire for an amount at least corresponding to the agreed purchase price.</p>
Data Access	<p>Alfa Laval may collect, analyze and use data derived or made available from or through the Work or products delivered by Alfa Laval, including for the purpose of evaluating product performance, quality, maintenance levels and other operational parameters and for general product performance assessments, product quality updates, improvements, developments and modifications, and for marketing/communications purposes (in an unidentifiable form) as deemed relevant by Alfa Laval.</p>
Limitation of liability	<p>As a supplement to the limitations of liability extended under the applicable Orgalim terms, and notwithstanding anything else contained in this Contract to the contrary, in tort or otherwise, the aggregate liability of Alfa Laval for any cost, loss, expense or damage arising out of the Alfa Laval's or its subcontractor's performance under this Contract, shall never exceed a maximum cumulative amount equal to fifteen (15) percent of the Contract price.</p> <p>Alfa Laval shall however always remain fully liable for damages caused by Alfa Laval's wilful misconduct, gross negligence, or fraudulent misrepresentation, and/or for death or personal injury caused by the Alfa Laval's negligence. In case the limitation of liability above in any way or in any circumstance is prohibited or restricted under applicable law the limitation above shall apply to the extent so permitted.</p>
Authorization, Export Control and Sanctions	<p>In case supply under this Contract/Purchase Order requires authorization by competent authorities, the Supplier reserves the right to unilaterally cancel the Contract/Purchase Order without incurring any liability in the event any required authorization is not granted or subsequently revoked.</p> <p>The Supplier shall always be entitled to unilaterally suspend or terminate this Contract/Purchase Order, without incurring any liability for damage or loss, if and to the extent performance is impeded or made unreasonably onerous by any</p>



	<p>embargo, sanction or similar trade or export restriction (including by way of snapbacks), or from any resulting hindrances such as payment, travel or transportation limitations, including all EU trade sanctions and/or restrictions, whether foreseen or not at the time of formation of this Contract/Purchase Order.</p> <p>The Buyer undertakes not to export or re-export any equipment or parts in violation of any EU Law or Regulation (whether applicable to the Buyer or not) or any applicable law, export restriction, embargo or sanction. Further, Buyer specifically warrants that it shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied by Alfa Laval that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 (as amended), nor shall Buyer in relation to the equipment furnished by Alfa Laval involve any person, institute, entity or society (whether legal or physical) who is subject to any sanction issued by the EU. The Buyer confirms it will undertake its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including resellers or end customers, and shall for this purpose ensure adequate monitoring mechanism.</p> <p>In case of any violations of this clause Buyer shall indemnify and hold Alfa Laval and its Group harmless from all loss, cost or claim. In addition, Alfa Laval shall be entitled to seek appropriate remedies, including, but not limited to termination or suspension of any agreement, order, quotation or any other related transaction with Alfa Laval.</p> <p>The Buyer undertakes to immediately inform Alfa Laval about any problems in applying this clause, including any relevant activities by third parties, and to make available to Alfa Laval information concerning compliance of this clause within two weeks of request for such information.</p>
<p>Global Hindrance clause</p>	<p>The Parties acknowledge the present global capacity shortage (particularly within the electronics industry), the existence of the Covid-19 virus, and the risk of material disruptions in the transportation sector.</p> <p>The Parties further acknowledge that the development and impact caused by or related to these circumstances are unpredictable and may affect Supplier’s ability to timely perform its obligations hereunder.</p> <p>Consequently, the Parties agree that if Supplier’s performance of works, obligations, delivery or supply hereunder (or any separate Order issued hereunder) is impeded, hindered or made unreasonably onerous due to or related to the above said circumstances regardless of whether they are foreseeable), Supplier shall not be subject to any liability related thereto and notwithstanding any other provision to the contrary. Supplier shall be released from performing any such works or obligations until it is reasonably possible and Supplier is able to reassume performance.</p> <p>Without limiting the generality of the foregoing, said circumstances may affect Supplier’s workforce, supply chain, and/or production by way of without limitation: changes in law or regulations; authority recommendations;</p>



	<p>quarantines, travel restrictions or the like; commercially unreasonable sourcing or delivery of materials or products; or material cost increases.</p> <p>During any suspension pursuant to the foregoing, the Parties shall loyally work together in good faith to reduce the impact thereof, which shall include striving to complete partial performance to the extent reasonably feasible.</p>
Venue and applicable law	<p>The Agreement shall be governed by laws of Denmark, excluding any conflict of law provisions contained therein. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.</p> <p>Any dispute arising out of or in connection with this Contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said Rules. The Emergency Arbitrator Provisions shall not apply.</p> <p>The place of arbitration shall be Copenhagen. The language of the arbitration shall be English.</p>