

Sales and delivery terms

1. Validity

The sales and delivery conditions apply to all offers, sales and deliveries, unless otherwise agreed in writing.

2. Offers

All offers are made subject to intermediate sale, see point 3.

If the seller makes an offer which does not specify a specific period for acceptance, the offer shall lapse if acceptance has not been received by the seller within 4 weeks of the date of the offer.

3. Intermediate sale

Until the seller has received the buyer's acceptance, the seller is entitled to conclude an agreement with a third party concerning the goods offered, with the effect that the offer to the buyer lapses. The seller shall notify the buyer in writing without undue delay after the acceptance has reached the seller that the offer has lapsed.

4. Price

All prices are in Danish kroner and exclusive of VAT. The Buyer is obliged to accept, until delivery, changes in the price as a result of documented increased costs for the Seller due to changes in exchange rates, customs duties, taxes, etc. relating to the agreed delivery.

5. Payment

5.1 Payment shall be made no later than the date stated in the invoice as the last day for payment. If no such date is indicated, payment shall be made in cash on delivery.

5.2. If delivery is delayed due to the buyer's circumstances (claim default), the buyer is still obliged to make payment to the seller as if delivery had taken place at the agreed time, unless the seller informs the buyer otherwise in writing.

5.3 If payment is made after the due date, the seller is entitled to charge interest on the outstanding debt from the due date at the officially fixed discount rate plus 6%.

5.4 The Buyer shall not be entitled to set off any counterclaims against the Seller which have not been acknowledged in writing by the Seller and shall not be entitled to retain any part of the purchase price on account of counterclaims of any kind.

6. Reservation of title

6.1 The seller reserves the right of ownership of the goods sold, subject to the limitations arising from mandatory rules of law, until the purchase price has been paid in full, plus any costs incurred, to the seller or to the person to whom he has transferred his right, as referred to in Clause 15.

6.2 If the goods are sold with a view to their subsequent incorporation or combination with other objects, the goods sold shall not be subject to the retention of title once incorporation or combination has taken place.

6.3 In the event of transformation or processing of the goods sold, the retention of title shall be maintained so as to cover the transformed or processed goods to the extent of the value which the goods sold represented at the time of sale.

7. Delivery

7.1 Delivery shall be made from the seller's address, whether the seller brings the goods sold to the buyer by his own means or by third parties under a separate agreement with the buyer.

7.2. The delivery time is determined by the seller at his best discretion in accordance with the circumstances existing at the time the offer was made/the agreement was concluded. Unless expressly agreed otherwise, a postponement of the delivery time by 14 days due to the seller's circumstances shall be deemed to be timely delivery in all respects, so that the buyer cannot exercise any claims against the seller on that account.

7.3 If the delay in delivery is due to the fact that the Seller is in a situation as referred to in Clause 12.3, the delivery period shall be postponed for the duration of the hindrance, provided that both parties shall be entitled to cancel the agreement without liability if the hindrance has lasted for more than 3 months. This provision shall apply irrespective of whether the cause of the delay occurs before or after the expiry of the agreed delivery period.

7.4. In the above cases, the seller shall without undue delay notify the buyer of any changes in the delivery time.

8. Packaging

8.1 Packaging shall be at the expense of the Buyer, unless it is expressly stated that this is included in the price.

8.2. Packaging will only be returned by separate agreement.

9. Product information

Drawings, specifications etc. provided by the seller before or after the conclusion of the contract remain the property of the seller and may not be disclosed without written agreement or otherwise misused.

10. Product changes

The seller reserves the right to make changes to the agreed specifications, if this can be done without disadvantage to the buyer.

11. Defects and complaints

11.1 Upon delivery, the Buyer shall immediately carry out such examination of the goods sold as proper business use requires.

11.2 If the Buyer wishes to claim a defect, the Buyer shall, immediately after the defect has been or should have been discovered, notify the Seller in writing, stating the nature of the defect. If the Buyer has discovered or ought to have discovered the defect and he does not give notice as stated, he may not subsequently rely on the defect.

11.3 At the Seller's option, defects in the goods sold will be remedied or the goods sold will be replaced.

11.4 If the remedy or replacement in accordance with paragraph 11.3 does not take place within a reasonable time, the buyer is entitled, subject to the general rules of Danish law and these terms of sale and delivery, to cancel the agreement, claim a reduction in the purchase price or claim damages.

11.5 If the Buyer has not invoked the defect against the Seller within 6 months after the date of delivery, he may not later invoke it. For parts which have been replaced or repaired in accordance with Clause 11.3, the seller assumes the same obligations as apply to the goods originally sold for a period of 6 months, except that the seller's liability for defects in any part of the goods sold may not extend beyond 1 year from the date of original delivery.

11.6 Alteration of or interference with the goods sold without the seller's written consent shall relieve the seller of any obligation.

12. Limitation of liability

12.1 A claim for damages against the seller may not exceed the invoice amount for the item sold.

12.2 The Seller shall not be liable for any operating loss, loss of profit or other indirect loss arising from the contract, including indirect loss arising from delay or defects in the goods sold.

12.3. The following circumstances shall release the seller from liability if they prevent performance of the contract or make performance unreasonably burdensome: labour disputes and any other circumstance beyond the control of the parties, such as fire, war, mobilisation or unforeseen military conscription of a similar extent, requisition, seizure, currency restrictions, riots and civil commotions, shortage of means of transport, general shortage of goods, restrictions on motive power and shortages or delays in deliveries by subcontractors caused by any of the circumstances mentioned in this paragraph. Circumstances such as those mentioned, which had occurred before the submission of the offer/conclusion of the contract, shall only entail exemption from liability if their influence on the performance of the contract could not have been foreseen at that time.

12.4. It is the seller's responsibility to inform the buyer in writing without undue delay if circumstances as mentioned in point 12.3 occur.

13. Returns

13.1. The sold goods will only be returned after prior written agreement.

13.2 In cases where the Buyer is entitled to rescind the transaction or, in the event that the sold item is returned to the Seller for replacement or rectification of defects, the sold item shall be returned to the Seller in its original packaging and at the Buyer's expense and risk. To the extent that the seller incurs shipping costs, etc., the seller shall be entitled to recover them from the buyer and set them off against any claim the buyer may have against the seller. After completion of the repair or replacement, the Buyer shall be obliged to collect the repaired or replaced item from the Seller at his own expense and risk.

14. Product liability

Product liability is governed by the rules of Danish law in force at any given time. To the extent that nothing to the contrary follows from mandatory rules of law, the seller shall not be liable for loss of profits, loss of business or other indirect loss.

15. Transfer of rights and obligations

The seller is entitled to transfer all rights and obligations under the agreement to a third party.

16. Disputes

Any dispute between the parties shall be settled by the courts in accordance with Danish law.