

Offer and order confirmation

Seller's offer is only valid 14 days after date of issue, unless a shorter period has been clearly stated. Furthermore, will an offer no longer apply if a delivery is sold out or if the delivery conditions are changed, e.g. from subcontractor's side.

Seller reserves the right to undertake changes in the delivery/ the work until time of delivery, but seller will then guarantee equivalent functionality and output as a minimum.

Buyer can claim the conditions mentioned in the individual agreement. General information that seller has published on the internet, in brochures, e.g. does not apply if it contradicts with the individually agreed conditions, however nothing contradicting general consumer protection rules can be agreed upon.

An order is only valid when it is approved by seller with a written order confirmation by mail, fax or by letter.

Prices, place and time of delivery

Unless other has been agreed upon in writing, prices used on the day of delivery are valid and delivery takes place from seller's address. Freight costs, insurances, fees for third parties and others will always be stated before an order is placed so that buyer knows the total amount before ordering.

The delivery times are stated under reservation for e.g. delays from subcontractor's side. If a delay from subcontractor's side is likely to occur, buyer will be notified immediately and informed about expected new delivery time.

At any delay, where buyer has previously informed the seller that exact delivery time is of utmost importance, buyer has the right to cancel the order accordingly.

Seller is not responsible for potential losses, neither direct nor indirectly, that buyer might encounter due to the delayed or missing delivery.

Payment, rents and reminder fees

Seller's term of payment is net cash.

Limitation of liability

Seller can only be asked to pay compensation for losses due to defects if seller has acted against common integrity has given misleading information or has neglected to inform about a known shortcoming or of which seller should have been aware, or if the defect is caused by seller's negligence. Seller is not responsible for indirect losses, collateral damages, operating losses, loss of data, reestablishing costs and loss of profit, whether this is caused by simple or gross negligence.

Seller's product liability concerning damage caused by the delivery to persons, items or loss of provider in accordance to the, at any time, applicable mandatory legislation. Seller does not take on any additional product liability.

Discharge – force majeure

The following circumstances will lead to discharge when they occur after the conclusion of the agreement and they prevent fulfilment,

Working conflicts, strikes, lock-out and any other circumstance that the parties can't master, such as fire, war, unexpected military drafts of similar extent, sabotage acts, seizure, currency restrictions, riots and violence, lack of transportation, ordinary shortage of goods, restrictions of propellant, epidemics and shortage of supplies from subcontractors or delays of such supplies, caused by some of the above mentioned circumstances.

Any party, wishing to invoke any of the mentioned circumstances, must without delay notify the other part in writing about the arising and the ending of the events.

Both parties are entitled to cancel the agreement by written notification to the other part, when the fulfilment of the agreement within reasonable time becomes impossible due to some of the above-mentioned circumstances.

Complaints/ obsolescence

The agreement is included in the rules of deficiency in the Purchase Act.

Within reasonable time after discovering the deficiency buyer must place his claim. Complaint within 2 months is always timely. In case of a hidden deficiency, the buyer is entitled to claim within a 2-year period after the handover of the item. Otherwise general statutes of limitation apply, this means obsolescence sets in after 3 years.

Place of jurisdiction and choice of law

The choice of law is Danish and actual place of jurisdiction is The Court in Sønderborg.

Also the Danish version has been handed out and precedes the English version.