

General Terms and Conditions of Sale and Delivery

1. Quotation and order confirmation:

Seller's quotation is only valid 14 days after dating, unless a shorter period has been clearly stated. Furthermore will a quotation 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 as a minimum guarantee equivalent functionality and output.

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 is contradicting the individually agreed conditions, as well as nothing to be agreed upon if it is disputing general consumer protection rules.

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

2. Prices, delivery place and delivery times:

Unless other has been agreed upon in writing, prices are those prices current on the day of delivery and delivery takes place from seller's address. Freight costs, insurances, fees for third parties and others will always be stated before order placement for the customer to know the total costs upfront.

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 face due to the delayed or missing delivery.

3. Payment, rents and reminder fees:

Seller's term of payment is net cash.

4. Limitation of liability:

Seller can only be asked to pay compensation for losses due to defects if seller has acted against normal integrity, has given misleading information to buyer or has missed to inform about a defect that he knew about or should know about, or if the defect is caused by seller's negligence after conclusion of the purchase. Seller is not responsible for in-direct losses, collateral damages, operating losses, loss of data, reestablishing costs and loss of profit, whether this is caused by simple or gross negligence.

Seller has product liability towards 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.

5. Discharge – force majeure:

The following circumstances will lead to discharge when they occur after the conclusion of the agreement and they prevent the 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 driving force means, epidemics and shortage of supplies from subcontractors or delays of such supplies, caused by some of those circumstances mentioned above.

Any party, wishing to invoke any of the mentioned circumstances, must without unreasonable 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.

6. Complaints/ obsolescence:

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

Buyer must claim within reasonable time after discovering the deficiency. Claiming 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 the general rules of the obsolescence law applies, meaning obsolescence sets in after 3 years.

7. Place of jurisdiction and choice of law:

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

