

Terms of sale and delivery

§ 1. GENERAL

All deliveries between the parties are made based on these general terms and conditions.

§ 2. OFFER

Offers are only binding on the seller for 14 days, unless otherwise stated.

Offers must be accepted in writing by the buyer.

§ 3. PAYMENT

All deliveries must be prepaid before shipping unless otherwise stated on the offer/invoice. Payment must be made by bank transfer as stated on the invoice.

Unless otherwise stated on the offer/order confirmation, the following conditions for payment apply:

All orders of net >2000 € are to be paid at 50% when ordering and 50% before shipment.

All special productions are to be paid with 50% on order and 50% before shipment.

If the purchase price is not paid on time, default interest of 2% of the outstanding debt from the due date is calculated. Payment of default interest does not preclude the seller from claiming compensation for the further loss caused by the buyer's breach of the obligation to pay.

The buyer is obliged to make any payment to the seller as if the delivery had been made at the agreed time, even if the delivery has been postponed due to the buyer's circumstances. The buyer is not entitled to set off or withhold any part of the purchase price due to counterclaims unless this has been acknowledged in writing by the seller.

§ 4. RETENTION OF TITLE

The seller retains title to the goods until payment has been made, plus accrued interest and costs.

§ 5. DELIVERY AND DELAY

Delivery is from seller's address, whether sold by their own people or by third parties that under separate agreement with the buyer brings the goods to the buyer.

Delivery to the buyer is at the buyer's expense and risk. Exceeding the delivery time by 30 days is to be considered as timely delivery, and the buyer cannot exercise any rights against the seller.

If delays in delivery is due to the seller being prevented from delivery due to labour dispute, fire, war, shortage of goods, employees, agents, or any other circumstance as well as all cases of force majeure, the delivery is postponed by the time that the impediment lasts. This applies regardless of whether the reason for the delay occurs before or after the end of the agreed delivery time. The Seller assumes no responsibility or liability in connection with consequential consequences due to late delivery.

However, both parties are entitled to cancel the agreement if the delay exceeds 3 months except from this is any case of force majeure.

§ 6. PACKAGING

The seller must ensure that the goods are securely packaged. If the buyer has special requirements or wishes in relation to packaging, this must be notified to the seller in writing before the conclusion of the agreement.

§ 7. DEFECTS

The buyer must immediately upon delivery make an examination of the goods from the seller.

If the buyer wishes to invoke a defect, the buyer must, immediately after the defect is or should have been discovered, notify the seller in writing and state what the defect consists of.

If the buyer does not act as stated above, the buyer cannot later claim the defect. At the seller's option, defects in the goods sold will be remedied or replaced at the seller's expense within a reasonable time. If this does not happen, the buyer is entitled to terminate the agreement, demand a reduction in the purchase price or claim compensation. If the buyer has not claimed the defect against the seller within 6 months of the delivery date, the buyer cannot later claim the defect.

§ 8. BREACH

In the event of a buyer's breach, the seller is entitled to stop further deliveries and claim compensation under the general rules of contract law.

§ 9. LIMITATION OF LIABILITY

A claim for damages against the seller cannot exceed the invoice amount for the goods sold.

Seller is not liable for loss of profits as a result of delays, omissions or misuse of the goods sold.

The Seller shall, without undue delay, notify the Buyer in writing if force majeure and other circumstances beyond the Seller's control occur. Force majeure covers i.a. war and mobilization, riots and disturbances, terrorist actions, natural disasters, epidemics, pandemics, strikes and lockouts, shortages of goods as well as lack of or delay in delivery from suppliers, fire, lack of transport options, currency restrictions, import and export restrictions, extraordinary intervention by the authorities, flooding, vandalism, death, illness or resignation of key personnel, or other cases beyond NATDIS's control. In this case, the holder justifies postponing delivery until the obstacle to performance has ceased or cancels the incoming agreements in whole or in part without compensation.

For product liability, the rules in force in Danish law at any time apply.

§ 10. WARRANTY

A 1-year warranty is given from the time of delivery on original items.

The warranty does not cover natural wear and tear, nor damage caused by improper or careless treatment and use, non-compliance with regulations from the supplier, heavy loads, unsuitable equipment, and chemical, electrochemical, or electrical influences not expressly stated in the instruction manual.

If the customer or a third party has unlawfully made changes and repairs without the prior consent of the supplier, the supplier's liability for the consequences is waived. The warranty period for repairs carried out by the supplier is 3 months from delivery, 6 months for replacements. The term of the warranty is extended by the duration of the repair time.

§ 11. APPLICABLE LAW AND VENUE

The agreement is subject to Danish law. Any dispute between the parties shall be settled by the Maritime and Commercial Court in Copenhagen.

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