GULDBERG
Handmade

Terms of sale and delivery



Guldberg Penselfabrik

Guldberg Penselfabrik ApS
Jernet 4 D
DK 6000 Kolding

Tlf. +45 76 33 26 10
Fax +45 76 33 26 19
E-mail info@guldberg.com
Web www.guldberg.com

Taking of orders:

1. Quotations shall not be binding until the supplier issues an order confirmation. However, quotations shall be binding when placing an order with the supplier's representative or agent unless the supplier, immediately after having received notification of the order, declares that the order cannot be accepted.

2. The price shall be the one applying at the date of the order confirmation. In the event of any increases in raw material prices, wages stipulated by a collective agreement, any kind of taxes paid by employers, excise duties, rates of customs duties, import and export duties, the exchange rate of the Danish krone or any other conditions beyond the supplier's control in the time period between order confirmation and delivery, the supplier shall be entitled to increase the price correspondingly. Should the supplier wish to increase the price in accordance with the above provision, the buyer shall be informed thereof before the goods are dispatched.

Delivery:

3. Delivery shall be ex works or warehouse unless otherwise agreed. The supplier shall arrange for the dispatch of the goods and choose the method of dispatch. Dispatch of the goods shall be for the buyer's account and at his risk. If delivery carriage paid has been agreed, freight charges shall be included in the price and dispatch of the goods shall be at the supplier's risk.

4. The goods shall be dispatched in the supplier's standard packaging and otherwise provided with such external packaging which the supplier deems necessary and sufficient for the dispatch. Packaging shall be included in the price unless otherwise agreed. Packaging marked returnable packaging shall only be accepted for return if it is returned carriage paid, is empty and received in good condition.

5. The buyer shall only be entitled to cancel the order due to delay if delivery is delayed by more than 30 days. Delay shall only entitle the buyer to receive compensation if he is able to document that the delay is the result of a serious error on the part of the supplier. However, the supplier shall under no circumstances be liable for any operating loss, loss of time, loss of profit or similar indirect losses, including daily penalties to be paid by the buyer.

6. The goods shall be delivered in the supplier's standard quality unless otherwise agreed. If the goods have been manufactured in accordance with the buyer's special requirements, the supplier shall be entitled to deliver up to 10% less and 10% more than the agreed quantity.

Payment:

7. The buyer shall without any further demands pay the invoice amount in accordance with the terms of payment specified on the invoice or otherwise agreed. In case of late payment, the supplier shall be entitled to charge default interest per month or part thereof from the time when the invoice amount is due for payment. Payment by bill of exchange or debt instrument shall not be considered as payment until fully redeemed.

Defects and complaints:

8. In the event that the delivered goods do not correspond to the specifications stated by the supplier or the special requirements made by the buyer or are not of usual quality, the supplier shall, irrespective of whether this is due to an identifiable error on the part of the supplier, be obliged to replace the defective goods with non-defective ones. The buyer shall incur no expenses in connection with such replacement delivery if the buyer returns the defective goods. In the event that the delivered goods have been consumed in full or in part, the supplier can, however, - instead of delivering new goods - choose to refund the invoice price of the defective goods. Defective deliveries shall never entitle the buyer to receive compensation for neither direct nor indirect losses.

   The buyer shall immediately and within eight days from receipt notify the supplier of such defects of the delivered goods which the buyer has or should have discovered. However, complaints shall always be lodged within six months from delivery. If complaints are lodged at a later time, the buyer shall have lost his rights to raise objections. In so far as - and only to the extent that - delivered goods are used for construction projects in Denmark, delivery shall, however, be effected on the basis of the "building supply clause" which the National Housing and Building Agency of the Danish Ministry of Dwellings formulated in its circular letter of 25 June 1986. Defective goods shall only be returned in consultation with the supplier. Goods shall be returned for the buyer's account and at his risk unless otherwise agreed. The buyer shall carefully follow the instructions for the use and storage of the goods provided by the supplier. The supplier's information is based on laboratory tests and/or application-technical tests and is meant as a set of guidelines when choosing product and work method. Since the user's working conditions are beyond the supplier's control, the supplier shall assume no liability for the results achieved.

Liability for damage caused by the delivery (product liability):

9. The supplier's liability shall solely include direct personal injury or property damage which can be proved to have been caused by defects of the delivered goods. Thus the supplier shall not be held liable for any damage attributable to incorrect use or unusual use of the goods, including their use on surfaces or their exposure to e.g. unusual weather conditions or moisture for which they are not designed. In addition, the supplier shall not in any way be held liable for any damage caused by insufficient or inappropriate storage. If liability is incurred pursuant to the above, said liability shall not, however, include any operating loss, loss of time and similar indirect losses. Unless otherwise agreed, liability for property damage shall be limited to DKK 1,000,000.00. In the event that the seller is held liable for third party product liability claims, the buyer shall be obliged to indemnify the seller to the same extent to which the seller's liability has been limited pursuant to the three preceding sub-clauses. In the event of any third parties filing any liability claims against one of the parties under this clause, the party concerned shall immediately inform the other party thereof. The seller and the buyer shall be under a mutual obligation to let legal proceedings be instituted against them in the same court of law entrusted with the hearing of claims raised against either party on the basis of any injury or damage allegedly caused by the delivered goods.

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