

## **Seidenfaden Design Copenhagen ApS General terms and conditions of sale and delivery**

The present general terms and conditions of sale and delivery shall apply between Seidenfaden Design Copenhagen ApS (hereinafter called the Vendor) and the Customer (hereinafter called the Purchaser). In the following, the Vendor and the Purchaser together are termed the Parties.

Unless otherwise agreed in writing between the Parties, the following terms and conditions of sale and delivery shall apply:

### **Delivery date**

The date of delivery shall normally be stated in the order confirmation from the Vendor and, unless otherwise agreed between the Parties, the date shall be fixed. In the event that delivery is delayed by a period of more than six weeks, the Purchaser shall be entitled to cancel the order. In the event that delivery is delayed more than six weeks and more than 50% of the item quantity ordered has been delivered, the Purchaser shall not be entitled to cancel the order but shall be entitled to a proportionate discount on the purchase sum. The Vendor shall not be liable for any further direct or indirect losses incurred as a result of a delay in delivery. In the event of failure on the part of the Purchaser to pay the invoice on a previous order by the due date, the Vendor shall be entitled to suspend or cancel any ongoing orders for goods to be delivered.

### **Liability and insurance**

Unless otherwise stated on the order confirmation, all goods sold shall be considered sold for delivery ex works. Delivery shall be considered complete when the goods are placed at the Purchaser's disposal on the delivery date stated on the order confirmation. The Purchaser shall cover the costs and risks from the point at which the goods are at the Purchaser's disposal. If the Parties have specifically agreed that the Vendor shall deliver the goods to an address other than the Purchaser's own address, the delivery shall be considered complete when the goods are handed over to the carrier engaged to transport the goods from the location at which they are produced. The Purchaser shall bear the risk of loss or depreciation of the goods subsequent to their delivery. The Vendor shall only take out transport insurance or other form of insurance against loss or damage to the goods on specific instructions from the Purchaser and at the Purchaser's expense.

### **Delivery quantity**

Unless otherwise agreed, the Vendor shall be permitted to make part deliveries.

Any claim regarding errors or defects in a delivery shall be made not later than 8 days after receipt of the delivery. The Vendor shall be entitled to deliver +/- 5% of the total quantity ordered, in which case the addition/shortfall shall be considered neither a fault nor a delay in the delivery.

### **Prices**

The prices stated in the order confirmation shall be based on the price and/or price list agreed between the Vendor and the Purchaser, applicable on the date of the order confirmation, excl. Danish VAT and other taxes and duties. Unless otherwise stated in the order confirmation, the purchase price shall be payable 8 days from the invoice date. In the event of failure to pay by the due date, interest shall be charged at the customary bank rate plus 2% per month from the due date until payment is made.

### **Errors and defects**

In the event that the goods or part thereof are defective, the Vendor shall be entitled within a reasonable interval to supply the goods at a later date or replace them with goods that are of a satisfactory quantity or, alternatively, to cancel the order. If the Vendor chooses to replace or supply goods at a later date, the Purchaser shall not be entitled to cancel the order or to claim compensation for the consequences of defective goods. The Vendor shall not be liable for any further direct or indirect losses incurred by the Purchaser as a result of a delay in delivery. The Vendor shall accept returned goods only by specific agreement between the Vendor and Purchaser, in which case the Vendor shall determine the place of delivery and the goods shall be returned at the Purchaser's expense. The Vendor's liability shall in all circumstances be limited to the purchase sum. The Vendor alone shall be liable for product liability pertaining to the mandatory rules of Danish law applicable to this area at any time.

### **Force Majeure**

All orders shall be accepted subject to instances of force majeure at the Vendor or the Vendor's suppliers. The instances of force majeure shall include war and mobilisation, civil unrest, strike, lock-out, shortages of raw materials or water, incendiary damage at production facilities or to machinery, failing transportation services, import and export embargo, and any other circumstances which may obstruct or curtail the normal production and delivery process. In the event of force majeure, the Vendor shall be entitled to cancel the order or supply the order either wholly or in part as soon as delivery can be resumed. In the event of force majeure, the Vendor shall accept no liability for any losses incurred as a result of the failure to deliver.

### **Disputes**

Any dispute arising between the Vendor and the Purchaser shall be settled in accordance with Danish Law at the Maritime and Commercial Court in Copenhagen.

### **Right of ownership**

As far as possible, the Vendor shall retain the right of ownership to all goods delivered by the Vendor and parts thereof until such time as payment has been made in accordance with the agreement between the Parties.

### **Notice of amendments**

The Vendor shall be entitled without prior warning freely to amend the present terms and conditions of sale and delivery with direct effect on all pre-existing orders. The present terms and conditions of sale and delivery shall therefore be available on the Vendor's website (currently [www.seidenfaden.dk](http://www.seidenfaden.dk)) at all times and the Purchaser shall refer to the updated general terms and conditions of sales and delivery stated on the website and applicable at any given time. In the event of amendments to the terms and conditions of sale and delivery in the period from the order confirmation issue date until the delivery date, the Vendor shall inform the Purchaser of the amendments either by email or by postal mail.

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