Terms of sale and delivery for commercial customers

**1. APPLICATION**

1.1. The following conditions apply to any agreement on the delivery of services that are concluded between the buyer and Dansk System Inventar ApS.

1.2. The terms and conditions are applicable prior to the buyer's general terms and conditions.

**2. ENTERING AGREEMENT**

2.1. Unless otherwise agreed, Dansk System Inventar ApS handles the entire process from start to finish

2.2. The agreement is only binding upon Dansk System Inventar ApS 'written order confirmation.

2.3. Dansk System Inventar ApS is entitled to intermediate sales.

2.4. The order confirmation is the final agreement between the parties, and the buyer must advertise within 5 calendar days, if the order confirmation is not in accordance with his acceptance or other conditions.

**3. PRICES**

3.1. Prices are quoted including VAT.

3.2. Prices are subject to change due to price increases on materials, taxes, salary changes or other matters over which Dansk System Inventar ApS is not the master, and the buyer is obliged to accept changes in the price as a result until delivery.

3.3. If the delivery is changed or Dansk System Inventar ApS 'costs are otherwise increased due to the buyer's circumstances, eg. changes in the services ordered, Dansk System Inventar ApS is entitled to adjust the agreed price accordingly.

**4. PROPERTY RESERVATION**

4.1. The right of ownership of the sold remains with Dansk System Inventar ApS until the full purchase price has been paid.

**5. DELIVERY PLACE**

5.1. The services are provided, unless otherwise stated, at the address specified in the order confirmation.

**6. DELIVERY TIME**

6.1. Unless otherwise agreed, Dansk System Inventar ApS specifies an expected time horizon / delivery time for each phase, cf. 2.1.

6.2. Dansk System Inventar ApS may require postponement of delivery time:

* in case of changes to the task requested by the buyer,
* if any authorities do not issue approvals, decisions or responses within the expected deadlines,1
* by force majeure, cf. 7th
* for missing or defective deliveries from subcontractors

6.3. If delivery is significantly delayed, and if Dansk System Inventar ApS is not entitled to postpone the delivery time, the buyer - after unsuccessful written request for delivery - is entitled to cancel the agreement in writing if the buyer can prove that the delay will materially disadvantage for buyer.

6.4. In addition, Dansk System Inventar ApS assumes no responsibility for delay or consequences thereof, nor does it purchase any other non-compliance powers other than those mentioned above.

**7. FORCE MAJEURE**

7.1. Dansk System Inventar ApS is not liable for failure or delay in fulfillment of agreements due to force majeure, war, riots, civil unrest, government intervention or intervention by public authorities, fire, strike, lockout, export and / or import ban, trade war, mobilization, vandalism, currency restrictions, epidemic, computer viruses, hacking, natural disasters, poor weather conditions, labor shortages, energy and water supply or any other reason beyond the control of Dansk System Inventar ApS.

7.2. If a defective or timely delivery is temporarily impeded by one or more of the above-mentioned circumstances, the delivery is postponed for a period corresponding to the duration of the obstacle, with the addition of a reasonable period to normalize conditions. Delivery to the postponed delivery time is considered timely in every respect.

7.3. If the delivery barrier can be expected to last longer than 8 weeks, both Dansk System Inventar ApS and the buyer must be entitled to cancel the agreement, without this being considered a breach.

**8. LIMITATION OF LIABILITY**

8.1. Under no circumstances is Dansk System Inventar ApS liable for indirect damage and loss of any kind, including, but not limited to, daily or conventional bidding, which the buyer may incur towards a third party, as well as the buyer's operating loss, loss of profit, lost delivery or other loss.

8.2. Furthermore, any product liability also does not cover losses, expenses or costs associated with recovering, manufacturing, redistributing, repurposing, repairing, destroying, removing or taking similar measures with respect to defective products or services.

8.3. Dansk System Inventar ApS 'liability is in every respect limited to twice the individual benefit value as stated in the invoice.

**9. RETURNS**

9.1. Delivered goods are only returned after prior written acceptance from Dansk System Inventar ApS.

9.2. If Dansk System Inventar ApS agrees to return the delivered goods, Dansk System Inventar ApS will, unless otherwise agreed, issue a credit note with a 25 percent deduction for return fee and additional deduction for shipping costs, including insurance, as well as