

General Conditions for Sale and Delivery for Hørning Parquet Factory A/S

H Ø R N I N G

ULTIMATE HARDWOOD FLOORING

1. Application

1.1 These General Conditions for Sale and Delivery shall be applicable in connection with all supplies, deliveries, and orders unless otherwise agreed in writing.

2. Offer and acceptance

2.1 An offer shall cease to be valid if acceptance does not reach the Vendor within a period of fourteen days from the date of the offer. The Vendor shall be entitled to arrange intermediary sales.
2.2 The Vendor shall not be deemed to have accepted an order until a written order confirmation is forwarded to the Purchaser.
2.3 Promises made by way of mouth and agreements which are not mentioned in the order confirmation shall not be binding upon the Vendor.

3. Prices

3.1 Prices quoted are based on the prices and costs in force at the time of the offer including material prices, wages and salaries, and other production costs. The same shall apply for freight, insurance, customs duties and other similar costs to the extent that these are contained in a quoted price.
3.2 Variations in the mentioned prices and costs during the period until the time of delivery shall entitle the Vendor to regulate the quoted prices accordingly.
3.3 Orders amounting to less than DKK 1,000.00 shall be added an additional DKK 150.00 for handling.
3.4 All prices are exclusive of value added tax.
3.5 Overdue payments will be subject to 2% interest per initiated month.

4. Delays

4.1 In the event that delays occur irrespective of the reason for such delays. The Purchaser shall be entitled to cancel the order only if that delay exceeds a period of thirty days.
4.2 The Purchaser shall not be entitled to consequential damages, and can not claim for the loss of operating profits or any similar loss as a result of the delay, unless there is satisfactory proof that the delay was caused by negligence on the part of the Vendor.
4.3 The buyer must take delivery of the goods on the agreed date. If the buyer does not take full or part delivery of the agreed consignment, the seller will invoice the goods on the agreed delivery date. Following this, the goods will be kept in the seller's warehouse on the buyer's account and at his risk. Minimum three weeks prior to the agreed delivery date, the buyer may request a new delivery date; in special circumstances and at minimum three weeks notice, buyer and seller may agree a new delivery date.

5. Force majeure

5.1 In the event that the Vendor is unable to make delivery in due time for reasons beyond the control of the Vendor, for instance but not restricted to strikes, lockout, fire, shortage of transport facilities, war (whether declared or nor), currency restrictions, import and export restrictions, etc., the obligation to deliver shall be suspended for as long as the obstacles prevail.
5.2 Purchaser shall be entitled to cancel the agreement on the conditions stipulated in section 4.1 above, and in connection with cancellation of the agreement, he shall not be entitled to claim any damages.
5.3 The Vendor shall be entitled to cancel the agreement in the event that the obstacles precluding delivery prevail for more than thirty days, and this shall not entitle Purchaser to claim any damages.

6. Deficiencies

6.1 In the event that deficiencies are found on the delivered goods for which the Vendor is liable, the Vendor shall be entitled to make new delivery provided this is carried out within a period of thirty days as counted from the day of his receiving written notice of the deficiencies. The Vendor shall be entitled to claim back the deficient goods in connection with the new delivery.
6.2 In the event that the Vendor does make new delivery, the Purchaser shall not be entitled to make any claim against the Vendor as a consequence of the deficiencies in question.
6.3 In the event that the Vendor does not make new delivery, the Purchaser shall be entitled to claim damages/proportional reduction as provided by Danish legislation, provided, however, that the damages/proportional price reduction shall be limited in value to the price of the deficient goods.
6.4 The Vendor shall under no circumstances be liable for any loss resulting out of the deficient in connection with for example operating losses, loss of profits, or any other indirect losses.

7. Return of goods and claims

7.1 Goods shall be returned only upon agreement and shall be forwarded to the Vendor free of cost to the Vendor and in such a manner that they are intact and the packaging unopened. The debited ex works price less twenty percent shall be credited to the Purchaser's account.
7.2 The Purchaser shall be obliged to inspect the goods received by him immediately upon delivery. Claims on the grounds of deficiencies shall be made in writing no later than eight days following the day on which the deficiencies should have been detected and prior to the installation of the floor. No claim shall be valid if made at a later time by the Purchaser.

8.1 Product liability

8.1 The Vendor shall be liable for personal injury caused by the delivered goods only to extent that it is proven beyond any doubt that it is attributable to errors or neglect on the part of the Vendor.
8.2 The Vendor shall not be liable for damage caused to buildings or chattels.
8.3 The Vendor shall not be liable for operating losses, loss of income, or any other indirect losses.
8.4 To extend that the Vendor is adjudged liable to any third person, the Purchaser shall indemnify the Vendor to the extent that the Vendor's liability is limited to points 8.1 – 8.3 hereof. The Purchaser shall accept that he be brought before the same court of justice which tries the case of product liability against the Vendor.
8.5 The Vendor's liability shall under no circumstances exceed the value of the goods delivered.

9. Ownership reservations

9.1 The Vendor shall retain ownership of the goods sold until payment has been made in full.
9.2 The Vendor is entitled to make use of the order in his promotion and at no cost to the buyer take photographs of the installed floor and use them in his marketing.

10. Venue and law applicable

10.1 Any dispute arising out of or in connection with these present General Conditions for Sale and Delivery shall be finally settled according to Danish law.
10.2 The venue shall be the domicile of the Vendor.

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