

# **Hvide Sande Vodbinderi ApS**

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## **Terms and conditions**

### **1. Validity**

- 1.1. Terms and conditions apply to all offers, sales and deliveries unless otherwise agreed in writing.

### **2. Offer**

- 2.1. All offers is given subject of the goods being unsold, cf. clause 3. If the seller make offers that do not set deadline for acceptance, the offer lapses if no acceptance is up to the seller at least 4 weeks from the offer date.

### **3. Subject to prior sale**

- 3.1. Until the buyers acceptance has been forwarded to the seller, the seller is entitled to conclude agreements with third parties regarding the offered, with the effect that the offer to purchase will lapse. Seller shall, upon acceptance without delay give written notice to the person whom the original bud was directed, that the offer has lapsed.

### **4. Price**

- 4.1. All prices are measured in Danish Kroner, and are exclusive of VAT. the buyer is obliged until delivery to accept price changes as a result of documented increased costs for the seller as a result of changes in rates, tariffs, taxes etc. regarding the agreed delivery.

### **5. Payment**

- 5.1. Payment must be made no later than the date of invoice said as the final due date of payment. If the invoice does not specify a payment date, payment must be made in cash upon delivery.
- 5.2. Delayed delivery tue to the buyer, the buyer - unless the seller written notice something else - is still obligated to make any payment to the seller, as if the delivery had been made on time.
- 5.3. If payment is made after the due date, the seller is intitled to charge interest on it at any time remaining outstanding dept from the due date by 2% per month.
- 5.4. Buyer is not entitled to offset any counterclaims against the seller, who is not acknowledged in writing by the seller, and the buyer has no right to withhold any portion of the purchase price because of counterclaims of any kind.
- 5.5. If an order takes place over several months, a guarantee of 50% of the order amount or monthly rates is demanded.

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## **6. Retention**

- 6.1. Seller reserves, with the limitations imposed by mandatory legal rules, title to the goods, until the full purchase price plus accrued costs have been paid to the seller or to whom the seller has transferred his right to the purchase price cf. 14.1.
- 6.2. By rebuilding or machining of the sold, property maintained the reservation so that it includes the transformative or derivative subject to an extent equivalent to the value of the goods sold at the time of delivery.

## **7. Delivery**

- 7.1. Delivery happens from vendor address, whether seller by own staff or by third party brings the sold to the buyer, that is ex. fabric.
- 7.2. Delivery times are provided by the seller after best estimate in accordance with the conditions that exist at the time of the agreement. Unless otherwise expressly agreed, a postponement of the delivery time by 14 days due to the vendor is considered timely delivery, so that the buyer upon delivery within this period can not rely on remedies in this period.
- 7.3. If delays in delivery due to the seller is in a situation as stipulated in point 12.3., the delivery time is deferred by the time of the obstacle. However, both parties are entitled, without liability to cancel the agreement once the delay has lasted more than 3 months.

## **8. Packaging**

- 8.1. Packaging is the buyer's expense, unless it is expressly stated that packaging is included in the agreed price.
- 8.2. Packaging may only be returned after separate agreement.

## **9. Product information**

- 9.1. Drawings, specifications, etc. which is supplied by the seller to the buyer before or after the agreement remain seller's property, and may not be disclosed without written agreement. It is an indispensable condition that the buyer keeps the information received by our company, including filling out the logbooks. If this is not the case, we are not responsible of any kind, cf section 11.8.

## **10. Product changes**

- 10.1. Seller reserves the right to, without notice, make changes to the agreed specifications if this can be done without inconvenience to the buyer.

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## **11. Deficiencies and complaints**

- 11.1. Upon delivery, the buyer shall forthwith make such an examination of the goods sold, as a good business practice requires.
- 11.2. If buyer will invoke a defect in the goods sold, the buyer shall, immediately after the defect was or should have been discovered, and latest 8 days after delivery, give the seller a written notice and describe the defect.
- 11.3. At sellers option, any defects in a delivery will be remedied or replacement will happen.
- 11.4. Is there change or alterations to the sold without the written consent, the seller exepmt from any lack of opposition.
- 11.5. Sellers liability is in all respects limited solely to the goods delivered to be instituted within 1 year after delivery of the goods has occured.
- 11.6. Seller shall not be liable for any errors or deficiencies in the delivery, which occured against the background of the buyers improper use of the delivered goods.
- 11.7. Seller is not obligated to bear costs or to compensate for the cost of assembly / disassembly / alignment etc. of the delivered goods made by the buyer, without prior agreement with the seller.
- 11.8. Buyer declares himself intimately acquainted with the fact, that it is a significant fact that the installation and maintenance instructions are strictly observed, including that buyer, if the buyer is not the end-user, is required to make the end-user aware of the installation and maintenance instructions, including that the playground is subject to the regulation refered to as EN 1176. THAT MEANS SELLER IS WITHOUT WARRANTY, IF BUYER OR BUYER'S END-USER DID NOT OBSERVE EN 1176 IN ITS ENTIRETY, INCLUDING SPECIFICALLY, BUT NOT EXCLUSIVE, HAVE COMPLETED A MAINTENANCE PROGRAM WITH ASSOCIATED LOG.

## **12. Disclaimer**

- 12.1. A claim for damages against the seller, may not exceed the amount invoiced for the item sold.
- 12.2. Seller is not liable for loss of profits or other indirect loss arising from the agreement, including any indirect loss, occured by a result of delays or defects in the goods sold.
- 12.3. By the following circumstances lapse sellers liability, if they hinder the performance of the contract or makes performace of the agreement unduly onerous for the seller: Labor disputes, fire, war or warlike conditions, confiscation, currency restrictions, riots and civil commotion, lack of transport, general scarcity of goods and other conditions that is out of sellers control.
- 12.4. Likewise, because of lack of or delayed delivery to seller from its subcontractors on the basis of section 12.3. those circumstances lapse sellers liability.
- 12.5. Seller is restricted to, without delay, notice the buyer if any circumstances arise as specified in section 12.3.

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## **13. Returning**

- 13.1. The sold goods is only received back by prior written agreement on the return.
- 13.2. In cases where the buyer is entitled to terminate the agreement, or if the goods sold are returned to the vendor for replacement or repair of defects, the products must be returned to the seller in original packaging and at the buyers expense and risk. To the extent that the seller incurred shipping costs etc. the seller is entitled to claim such refund by the buyer, and to offset those in any of the buyers eventually claims against the seller.  
After completion of repair or replacement, the buyer shall, at its own expense and risk pick up the repaired or rebuild product from seller.

## **14. Transfer of rights and duties**

- 14.1. Seller is entitled to transfer all rights and duties under the agreement to third parties.

## **15. Disputes**

- 15.1. Any disagreement between parties are governed by Danish law.