

Update May 2021

Sales and Delivery Conditions

Application and contractual basis

These sales and delivery conditions apply between GU SKANDI and a specific buyer ("Buyer") in respect to all offers, orders and deliveries from GU SKANDI unless otherwise agreed in writing between the parties. Any derogation, including in the form of Buyer's purchasing conditions, can only be made following GU SKANDI's prior written acceptance.

Prices

Current prices are the prices listed in GU SKANDI's most recently published price list. All prices are without VAT. GU SKANDI reserves the right, without prior notice, to change its prices.

Offers and orders:

All offers are issued subject to prior sale and are calculated on the basis of the prices of materials and labour costs as of the date of the offer. A final agreement on delivery exists only when the Buyer has received GU SKANDI's written order confirmation and only this order confirmation is binding. The Buyer is under an obligation to carefully check the order confirmation. If there are any errors in the order confirmation, the Buyer shall immediately submit objections against them.

The orders confirmed by GU SKANDI will be delivered at the agreed price and cannot be cancelled after the order confirmation has been sent. Orders of less than DKK 500.00 net are subject to a handling fee of DKK 100.00.

Delivery times

The lead times specified by GU SKANDI are observed to the greatest extent possible, but are given with reservation for strike, lockout, transport conditions and force majeure of any kind, including delay or breakage of tools as well as inadequate material deliveries beyond GU SKANDI's control. GU SKANDI disclaims any and all liability for late delivery or compensation for the resulting difficulties.

Shipping

All goods are delivered at the Buyer's risk and expense. The delivery takes place ex GU SKANDI's warehouse in Jyllinge. Freight is charged, unless otherwise agreed in writing. Insurance shall always be covered by the Buyer's expense and shall be taken out by the Buyer.

Packaging

Special packaging is charged at current market value.

Complaints in the event of a delay

Complaints shall be made in writing within 14 days from delivery because the Buyer would otherwise lose its right to invoke delay. GU SKANDI may not be held liable for defects or damages caused (i) by the Buyer, (ii) during transport, (iii) by incorrect storage of the goods delivered, (iv) by incorrect handling or assembly of the product, (v) by an expected change in the capacity of the product (vi) or other negligence which cannot be attributed to GU SKANDI.

Upon receipt of defective or damaged packaging, reservations shall be made when the waybill is received. In case of incorrect and/or short shipment, a written complaint must be filed with GU SKANDI within 48 hours of receipt.

Obligation to carry out inspections and complaints

Immediately upon delivery or receipt, and always before the goods are put into use, built in or installed, the Buyer shall inspect the delivered goods in order to ensure that they are free from defects.

The Buyer shall file any complaints because of defects, including quantity variances, which the Buyer has or should have established during the inspection laid down in the current clause, with GU SKANDI immediately and absolutely no later than 14 days of the product delivery to the Buyer because if not, GU SKANDI will reject the complaint. In case of other defects the Buyer shall file a complaint immediately after discovering the defect and no later than two (2) years after delivery, cf. however, the construction delivery clause below.

Liability for defects/compensation

Goods, which because of design, structural, material or manufacturing defects turn out to be unusable within 2 years after being put into use shall be replaced or repaired free of charge and according to GU SKANDI's preferences when the defective parts are returned. Claims other than replacement or repair such as compensation for labour costs, waste of time, costs associated with the disassembly of the old product and/or installation of a new product or the like as a result of faults or defects may not be invoked before GU SKANDI.

If - and to the extent - the delivered products are used in construction in



GU SKANDI A/S

Denmark, deliveries shall be made based on the following construction delivery clause laid down by the construction authority of the Danish Town and Housing Ministry where GU SKANDI is "supplier".

The supplier's liability for defects in deliveries ceases to apply 5 years after the delivery of the construction in which the delivery is part. In connection with deliveries to warehouses or resale, the supplier's liability ceases to apply not later than 6 years after delivery to the buyer. Where it can be considered substantiated that a claim for delivery defects cannot - or only with great difficulty - be made against the supplier's buyer or subsequent buyers, the Parties also accept that the claim can be made directly to the supplier. In such cases, the supplier is only liable for defects to the extent its own delivery is inadequate and furthermore only to the extent specified in the supplier's contract with the relevant buyer.

However, the supplier accepts in all cases that a joint action can be brought against the supplier and the buyer or subsequent buyers on account of the mutual relationship between the parties. The case is handled at the court of arbitration for building and civil engineering.

Product liability

In case of personal injury or damage to consumer products as a result of a defect in GU SKANDI's product(s), GU SKANDI's liability shall be determined in accordance with the general provisions of Danish law, including the current Product Liability Act.

If it is a matter of an occupational accident, GU SKANDI's liability for compensation shall be limited to an amount corresponding to the value of the invoice of GU SKANDI's inadequate product(s). If GU SKANDI is held liable for product damage to third parties, the Buyer shall indemnify GU SKANDI for the liability that GU SKANDI may incur beyond the scope of the liability laid down in the current product liability provisions. GU SKANDI hereby disclaims to the greatest extent possible any non-statutory product liability based on legal practice.

General disclaimer

GU SKANDI may never be held liable for any form of operating loss, loss of profit margin, day fines, loss of goodwill or the like. Furthermore, GU SKANDI shall not be liable for indirect and/or consequential losses.

GU SKANDI does not offer independent guarantee on the goods delivered.

Estimates and other consulting provided by GU SKANDI are only for reference and cannot replace customary constructional consulting. GU SKANDI disclaims any liability for damages or losses which are directly or indirectly attributable to GU SKANDI's estimates or consulting.

Returns

Returns are accepted only after prior written agreement, postage paid, enclosed waybill with invoice number and date. Goods manufactured according to the Buyer's specific requirements cannot be returned. Upon return, at least 20% will be deducted but not less than DKK 100.00, to which inspection, refurbishment, repackaging and the like will be added.

Payment terms

30 days net unless otherwise agreed in writing. Upon delivery of a combined order, the delivery is invoiced separately because the due date is the date on which the delivery is made. The buyer shall pay any bank charges in its domicile as well as in Denmark.

Interest

If GU SKANDI's payment terms are overrun, interest on overdue payment shall be charged from the due date for the not yet paid due amount in accordance with the provisions of the Danish Interest Act. Failure to observe the payment deadline results in a reminder fee of DKK 100.00 per reminder.

Ownership

The goods remain GU SKANDI's property until their full and final payment.

Applicable law and venue

Each disagreement relating to GU SKANDI's offers, orders and deliveries, including relationships covered by the current sales and delivery terms, shall be processed in accordance with the general provisions of Danish law, however, with the exception of international trade law (CISG).

All disputes which cannot be resolved amicably shall be brought to a Danish court at GU SKANDI's domicile.

Forspring med system



Salgs- og leveringsbetingelser

Anvendelse og aftalegrundlag

Disse salgs- og leveringsbetingelser gælder mellem GU SKANDI og en given køber ("Køber") i forhold til alle tilbud, ordrer og leverancer fra GU SKANDI, medmindre andet skriftligt aftales mellem parterne. Eventuelle fravigelser, herunder i form af Købers indkøbsbetingelser, kan alene ske ved GU SKANDI's forudgående skriftlige accept.

Priser

Gældende priser er de priser, som er angivet i GU SKANDI's sidst udkomne prislister. Alle priser er ekskl. moms. GU SKANDI forbeholder sig ret til uden forudgående varsel at ændre sine priser.

Tilbud og ordre

Ethvert tilbud afgives med forbehold for mellemsalg og er beregnet på basis af de på tilbudsdagen gældende priser på materialer og arbejdsløn. Endelig aftale om levering foreligger først, når Køber har modtaget GU SKANDI's skriftlige ordrebekræftelse og kun denne er bindende. Køber er forpligtet til nøje at kontrollere ordrebekræftelsen. Måtte der være fejl i ordrebekræftelsen, skal Køber øjeblikkeligt fremsætte indsigelser herimod.

De af GU SKANDI bekræftede ordrer leveres til den aftalte pris og kan ikke annulleres efter, at ordrebekræftelse er fremsendt. Ordre under kr. 500,00 netto pålægges et ekspeditionsgebyr på kr. 100,00.

Leveringstider

De af GU SKANDI opgivne leveringstider overholdes så vidt muligt, men er angivet under forbehold af strejke, lockout, transportforhold og force majeure af enhver art, herunder forsinkelse eller brud på værktøjer samt svigtende materialeleverancer uden for GU SKANDI's kontrol. GU SKANDI påtager sig ikke noget ansvar for forsinket levering eller erstatning for deraf opståede vanskeligheder.

Forsendelse

Alle varer leveres for Købers regning og risiko. Levering sker af GU SKANDI's lager i Jyllinge. Fragt debiteres, medmindre andet er skriftligt aftalt. Forsikring er altid for Købers regning og skal tegnes af Køber.

Emballage

Specialeemballage debiteres til dagspris.

Reklamationer ved forsinkelse

Reklamationer skal ske skriftligt inden for 14 dage fra levering, idet Køber i modsat fald mister retten til at gøre forsinkelse gældende. GU SKANDI hæfter ikke for mangler eller skader, som er forårsaget (i) af Køber, (ii) under transport, (iii) ved fejlagtig opbevaring af leverancen, (iv) ved fejlagtig behandling eller montering af varen, (v) ved forventelig ældning af varens ydeevne (vi) eller andre forsømmelser, som ikke kan tilskrives GU SKANDI.

Ved modtagelse af defekt eller beskadiget emballage skal der tages forbehold for modtagelsen på fragtbrevet. Ved fejl og/eller manko skal der reklameres skriftligt over for GU SKANDI inden for 48 timer efter modtagelsen.

Undersøgelsespligt og reklamation

Køber skal straks ved udlevering eller modtagelsen, og altid inden varerne tages i brug, indbygges eller monteres, kontrollere de leverede varer for at sikre sig, at disse er mangelfri.

Reklamationer over mangler, herunder mængdeafvigelser, som Køber har eller burde have konstateret ved den i nærværende klausul nævnte kontrol, skal Køber fremsætte over for GU SKANDI straks og absolut senest 14 dage efter varens levering til Køber, idet GU SKANDI i modsat fald kan afvise reklamationen. Ved øvrige mangler skal Køber reklamere straks efter, at Køber burde have opdaget manglen og senest inden to (2) år efter levering, jf. dog den nedenfor nævnte byggeleveranceklausul.

Ansvar for mangler/erstatning

Varer, som på grund af design-, konstruktions-, materiale- eller fabriktionsfejl inden for 2 år efter at være taget i brug, viser sig ubrugelige, ombyttes eller udbedres uden beregning efter GU SKANDI's valg, når de defekte dele returneres. Yderligere krav end ombytning eller udbedring, så som godtgørelse for arbejdsløn, tidsspilde, omkostninger ved afmontering af den gamle vare og/eller montering af ny vare eller lignende som følge af fejl eller mangler, kan ikke gøres gældende over for GU SKANDI.

For så vidt - og kun i det omfang - leverede varer anvendes i byggeri i Danmark, sker leveringen dog med følgende byggeleveranceklausul, der er formuleret af Boligministeriets byggestyrelse, idet GU SKANDI er "leverandør":

Leverandørens ansvar for mangler ved leverancer ophører 5 år efter leveringen af det byggeri, hvori leverancen indgår. Ved leverancer til lager eller videresalg ophører ansvaret dog senest 6 år efter leveringen til køberen. Såfremt det må anses for godtgjort, at et krav vedrørende mangler ved leverancer ikke - eller kun med stor vanskelighed - kan gennemføres mod leverandørens køber eller mod efterfølgende købere, anerkendes det at kravet tillige kan gøres gældende direkte mod leverandøren. Også i sådanne tilfælde kan leverandøren kun gøres ansvarlig for mangler i det omfang hans egen leverance er mangelfuld og endvidere kun i det omfang, det følger af hans eget kontraktforhold med hans køber. Leverandøren anerkender dog i alle tilfælde at kunne sagsøges sammen med køberen eller efterfølgende købere i anledning af parternes indbyrdes forhold. Sagen behandles ved voldgiftsretten for bygge- og anlægsvirksomhed.

Produktansvar

Sker der som følge af en defekt ved GU SKANDI's vare(r) personskaade eller skade på forbrugerting, er GU SKANDI ansvarlig i henhold til dansk rets almindelige regler herom, herunder den til enhver tid gældende lov om produktansvar.

Er der tale om erhvervstingskade, er GU SKANDI's erstatningsansvar begrænset til et beløb svarende til fakturaværdien af GU SKANDI's mangelfulde vare(r). Hvis GU SKANDI måtte blive pålagt ansvar for produktskader i forhold til tredjemand, er Køber forpligtet til at holde GU SKANDI skadesløs for det ansvar, som GU SKANDI måtte blive pålagt, og som går videre end efter ansvaret efter nærværende bestemmelser om produktansvar. GU SKANDI fraskriver sig hermed i videst mulige omfang ethvert på retspraksis baseret ulovhjemlet produktansvar.

Generelle ansvarsbegrænsninger

GU SKANDI kan aldrig gøres ansvarlig for nogen form for driftstab, avancetab, dagbøder, tab af goodwill eller lignende. Herudover er GU SKANDI ikke ansvarlig for indirekte og/eller følgetab.

GU SKANDI yder ikke selvstændig garanti på leverede varer.

Beregninger og anden rådgivning ydet af GU SKANDI er alene vejledende og kan ikke erstatte sædvanlig byggeteknisk rådgivning. GU SKANDI påtager sig intet ansvar for skader eller tab, der direkte eller indirekte kan afledes af GU SKANDI's beregninger eller rådgivning.

Returvarer

Varer modtages kun retur efter forudgående skriftlig aftale, franko afsendt, vedlagt følgeseddel med påført fakturanummer og -dato. Varer, der er fremstillet i henhold til Købers specifikke krav, tages ikke retur. Ved returnering fradrages altid min. 20 %, dog min. kr. 100,00, hvortil kommer tillæg for kontrol, renovering, ompakning og lignende.

Betalingsbetingelser

30 dage netto, såfremt andet ikke er skriftligt aftalt. Ved dellevering af en samlet ordre, faktureres leverancen særskilt, idet forfaldsdagen er det tidspunkt, hvor delleverancen finder sted. Køber betaler eventuelle bankgebyrer i sit hjemland samt i Danmark.

Renter

Ved overskridelse af GU SKANDI's betalingsbetingelser beregnes morarente fra forfaldsdagen efter Renteovens regler for det forfaldne ikke betalte tilgodehavende. Overskridelse af betalingsfristen udløser et rykkergebyr på kr. 100,00 pr. rykker.

Ejendomsforbehold

Varene forbliver GU SKANDI's ejendom indtil fuld og endelig betaling af de pågældende varer har fundet sted.

Lovvalg og værneting

Enhver uoverensstemmelse om GU SKANDI's tilbud, ordrer og leverancer, herunder for så vidt angår forhold omfattet af nærværende salgs- og leveringsbetingelser, skal behandles i overensstemmelse med dansk rets almindelige regler, dog undtaget den internationale købelov (CISG).

Alle tvister, der ikke kan løses i mündelighed, afgøres ved dansk domstol ved GU SKANDI's hjemting.