

Sales and Delivery Terms for Gaardbye Supply ApS

Valid from 1/1-2025

1. General

These sales and delivery terms apply to all sales and delivery agreements between Gaardbye Supply ApS (hereinafter referred to as "the Seller") and the customer (hereinafter referred to as "the Buyer"). Any changes or additions to these terms must be in writing and accepted by both parties.

2. Conclusion of Agreement

A purchase agreement is only binding once the Seller has confirmed the order in writing or dispatched the ordered goods or services. Orders may be canceled by the Seller without liability up until the order confirmation.

3. Prices

All prices are exclusive of VAT, customs duties, and any other charges unless otherwise agreed. Prices may change without notice, and any changes will be communicated at the time of the order.

4. Payment

Payment for goods shall be made according to the payment terms specified on the order confirmation. Unless otherwise agreed, the payment term is 14 days net from the invoice date. Payment for services such as consultancy and service visits is based on the hourly or daily rates specified in the order confirmation, and invoicing will occur after the service is rendered, unless otherwise agreed. Late payments will incur interest as per applicable law, as well as any collection fees.

5. Delivery of Goods

Delivery of goods will occur according to the delivery terms agreed upon between the Seller and the Buyer. Unless otherwise agreed, delivery will take place at the delivery address specified by the Buyer. All goods deliveries are subject to Incoterms unless otherwise agreed.

6. Delivery of Services

For services such as service visits and consultancy, the delivery time will be agreed upon between the Seller and the Buyer. Delivery is considered completed when the agreed service has been rendered, and all necessary reports, evaluations, or recommendations have been provided to the Buyer, unless otherwise agreed.

7. Service Delivery Time

The delivery time for services depends on the scope of the agreed service and the specific terms of the service visit or consultancy. The Seller strives to deliver on the agreed date but is not liable for delays caused by force majeure or other factors outside the Seller's control.

8. Risk

For goods, the risk passes to the Buyer upon delivery. For services, the risk of incorrect information, inadequate performance, or delays lies with the Seller if they fail to meet the agreed specifications and requirements.

9. Goods Complaints and Returns

The Buyer must inspect the goods immediately upon receipt and notify the Seller in writing within 7 days of delivery if the goods are defective or do not conform to the order. Return rights apply only if the goods are returned unopened and undamaged. Return shipping costs are the responsibility of the Buyer.

10. Complaints About Services

The Buyer must notify the Seller in writing within 7 days of the completion of a service if the service does not meet the agreed specifications or standards. The complaint must describe the error or deficiency. If the Seller cannot rectify the error, the Buyer may be entitled to a new service or a refund for the defective service.

11. Liability

The Seller is only liable for direct damages to the goods or errors in service delivery caused by the Seller's fault or negligence. The Seller is not liable for indirect losses, including loss of profit, operational losses, or other economic consequences.

12. Force Majeure

The Seller is not liable for delays or failure to deliver goods or services due to events beyond the Seller's control, including but not limited to war, natural disasters, strikes, lockouts, fuel shortages, transportation disruptions, or lack of access to necessary resources.

13. Governing Law and Jurisdiction

All disputes arising from the purchase agreement will be governed by Danish law and settled in Danish courts.

14. Changes

The Seller reserves the right to change these sales and delivery terms without notice. Changes will apply to future orders.