

TERMS AND CONDITIONS OF SALE AND DELIVERY for Halco Safety Knives ApS

1. Agreement basis

The following sales and delivery conditions for Halco Safety Knives ApS apply to all deliveries, unless otherwise agreed in writing.

2. Offer

All offers are valid for 30 days from the offer date. All prices are excl. VAT and delivery. The prices in the offer are indicative only and can be changed without prior notice due to price fluctuations on materials, wages, costs, exchange rates, taxes and other conditions that are outside Halco Safety Knives ApS's control.

2a. Sales.

Minimum sale per order: DKK. 500, - excl. VAT. Your purchases can be combined across all products.

3. Orders

Final order is only binding for Halco Safety Knives ApS when order confirmation has been given. After the order confirmation is placed, an order will not be able to be cancelled without Halco Safety Knives ApS's acceptance.

4. Delivery

The delivery only includes what is mentioned in the order confirmation.

5. Place of delivery, shipping risk

Delivery takes place at the address provided by the customer, unless a special written agreement has been entered. Halco Safety Knives ApS reserves the right to choose which means of transport to use when sending the item to the buyer, if there is no there is a written agreement to the contrary with the buyer. The goods are always sent at the buyer's risk, whether Halco Safety Knives ApS pays the freight or not.

6. Delivery time

The delivery time is calculated, unless otherwise expressly agreed in writing, from the date on which Halco Safety Knives ApS submits the order confirmation. Halco Safety Knives ApS strives as far as possible to comply with agreed delivery times but assumes no responsibility for any delays. The buyer thus has nothing claim for damages in case of delayed delivery. If delivery is not possible due to force majeure or other circumstances beyond Halco Safety Knives ApS's control, Halco Safety Knives ApS may without notice postpone the delivery indefinitely or cancel the order, without claiming compensation against Halco Safety Knives ApS on that occasion.

7. Descriptions

All drawings, sketches, specifications, samples, and models of the sold are the property of Halco Safety Knives ApS and may not without permission from Halco Safety Knives ApS be presented to a third person, reproduced or used to perform work accordingly.

Information provided by Halco Safety Knives ApS to the buyer in the form of e.g., brochure materials or information available on the Internet website, etc., is for guidance only.

8. Payment terms

the payment deadline is 8 days net from the invoice date, unless otherwise stated in the invoice.

Payments after this time entitle Halco Safety Knives ApS to charge default interest per. commenced month with the interest rate stated on the invoice.

Any non-payment is significant and entitles Halco Safety Knives ApS to stop any other delivery to the buyer or to cancel all agreements with the buyer and demand any loss on that occasion compensated. Halco Safety Knives ApS can at any time, regardless of opposing agreements, with today's notice require warranty from buyer for payment. Expenses for such a guarantee are irrelevant to Halco Safety Knives ApS.

9. Retention of title

Items delivered by Halco Safety Knives ApS remain the property of Halco Safety Knives ApS until the total invoice amount has been paid.

10. Complaints

Complaints about faults and defects must be submitted immediately and no later than three (3) days in writing to Halco Safety Knives ApS stating the reason and art. Any change or intervention in the sold without the written consent of Halco Safety Knives ApS, exempts Halco Safety Knives ApS from complaint obligation. Manufacturing defects are rectified at Halco Safety Knives ApS's choice by remedying or re-delivery. Remediation of manufacturing defects takes place free of charge. The transport costs incurred with the repair or replacement delivery are paid by the buyer.

Halco Safety Knives ApS's exercise of its right of redress or re-delivery of the product presupposes that after examination of the returned defective item is proven that the defect is due to original defects in the material or workmanship and conditions after delivery, such as incorrect treatment /assembly, storage, made by the buyer or accidental events for which Halco Safety Knives ApS cannot be loaded.

No compensation is provided for indirect losses and consequential damages to the buyer, such as operating losses, costs incurred in vain, deprivation, personal injury, damage to property or the like.

11. Warranty

A guarantee is provided in accordance with the Danish Sale of Goods Act. The warranty period is calculated either from the delivery date, i.e., from delivery of the item to the buyer from Halco Safety Knives ApS's place of business or from the date of dispatch, cf. 5.

Warranty liability only covers defects or deficiencies that arise from proper and usual use. Halco Safety Knives ApS's guarantee

* Incorrect operation

* Use in extreme conditions that are not approved by Halco Safety Knives ApS in advance,

* Use in materials that are not approved by Halco Safety Knives ApS, Damage due to normal wear and tear and aging and
* Non-payment.

12. Product liability

Halco Safety Knives ApS is liable in accordance with the Act on Product Liability in force at any given time to the extent that the Act imposes it in a mandatory manner.

Halco Safety Knives ApS liability for product damage caused by deliveries from Halco Safety Knives ApS

Halco Safety Knives ApS is in no case responsible for operating losses, time losses, profit losses and similar indirect losses.

If a third party makes a claim against either Halco Safety Knives ApS or the buyer for compensation claims, the latter must immediately notify the other. Halco Safety Knives ApS and the buyer are mutually obliged to be sued in a court or arbitral tribunal, which hears claims for damages raised against one of them based on an injury or loss allegedly caused by the materials supplied.

The mutual relationship between Halco Safety Knives ApS and the buyer must be treated in accordance with pkt. 14.

13. Return

Items may be returned, but only subject to 1) prior agreement with Halco Safety Knives ApS, 2) the item is in unbroken and original packaging and 3) against the payment of a small fee of 10% of the invoice value of the item. Returns of goods always take place at the buyer's expense and risk.

14. Venue and choice of law

Any dispute regarding Halco Safety Knives ApS's deliveries must be decided by the ordinary Danish courts based on Danish law. Venue is agreed to the Court in Holstebro.

15. Order

If an order has been initiated in terms of production, cancellation cannot take place.

16. Tolerances

Sikkerhedsknive.dk reserves the right to vary in color shades and the like.

17. Return

In view of the BRC hygiene standards, Halco Safety Knives ApS must also reject the return of goods that pose a pollution risk in the form of e.g.

goods which have been stored outdoors or which have been soiled or soiled with foreign bodies.

18. Additional information

To the extent that the above conditions are not considered adequate, reference must be made in full to NLM 94. However, these terms of sale and delivery will always take precedence over NLM 94.