

# TERMS OF TRADE

Buch & Holm A/S – Updated December 2021

## 1. USE

- a. The below sales and delivery terms (hereinafter called "the Terms") are applicable for sale and/or delivery of any product/service (hereinafter called "the Article" or "the Service") from Buch & Holm A/S (hereinafter called B&H) for industrial and commercial organizations and authorities in Denmark (hereinafter called "the Client").
- b. The Terms apply, unless otherwise has been expressly agreed upon in writing between the Client and B&H, and irrespective of whether the agreement is entered into via internet, e-shop, e-mail, telefax, telephone or in any other way.
- c. It is a condition for the Client's purchase that the Terms are accepted and the Client is encouraged to read through the Terms thoroughly.

## 2. INFORMATION, CONCLUSION OF AGREEMENT ETC.

- a. Any product information and any information about technical data and functionality is only directional. The Client has full responsibility for selection of the Article / the Service, including that the Article/the Service can function in the Client's intended environment.
- b. All offers are submitted subject to the articles being unsold, see item c. If there is no indication of any special acceptance deadline, the offer shall lapse if B&H has not received an acceptance, no later than thirty (30) days from the date of the offer. An agreement has been concluded when both parties agree and have accepted an identical content of the agreement.
- c. Until the Client's acceptance has reached B&H, B&H is entitled to enter into agreement with a third party concerning the offer with the effect, that the offer towards the Client lapses. B&H shall upon arrival of the acceptance to seller, without undue delay, in writing notify the Client that the offer lapses.
- d. The Client's submission of order requires a registration as a Client in B&H's client register.
  - I. On registration in B&H's client register, permission is similarly given to send the Client relevant information on activities and offers which may be to the benefit of the Client. This takes place either via electronic marketing sent to the e-mail address stated in the registration.  
The Client can at any time subsequently opt out of marketing material sent from B&H on either web site, e-news or by direct contact to customer support: [b-h@buch-holm.dk](mailto:b-h@buch-holm.dk). For further information, kindly see out description of [GDPR](#) here.
  - II. Any offer of supply of Articles/Services, price information etc. on B&H's website and in the sales material, catalogues etc. are exclusively to be *seen as an encouragement to give* an offer and are thus not binding for B&H.

- III. Final agreement between the Client and B&H shall not be seen as entered into until B&H has received the Client's offer on its server, has sent a written order confirmation by e-mail with information about order number, name and address, mode of payment, delivery address and a list of the ordered Articles/Services.
- IV. The Client is encouraged to print the order confirmation immediately after receipt, as this can be relevant in connection with return or complaint.
- V. The payment conditions are standard net thirty (30) days, if otherwise has not been agreed.  
Note, when registering a new Client, first payment will be in advance, then a credit assessment will subsequently take place as a basis for the future payment condition.
- e. If the Client has the Article for trial/testing, this will be invoiced so the Client hereinafter will be responsible for the Article. Upon payment of the invoice, the property right is assigned to the Client, see clause 5 Conditional Sale.

## 3. DELIVERY AND DELIVERY TIME

- a. All deliveries are according to Incoterms 2010, Ex Works Herlev/Meckenheim, unless otherwise has been agreed. Delivery is seen as having taken place at the time when the dispatch is made available at B&H's storage facilities. Responsibility and risk pass simultaneously, unless otherwise has been agreed in writing.
- b. The time of delivery depends on the size and nature of the order, and what might otherwise be agreed between the Client and B&H. The time of delivery which is stated by B&H is approximate and thus non-binding for B&H, unless a fixed time of delivery has expressly been agreed upon for the entire order or parts hereof.
- c. If delivery, as a consequence of the Client's conditions cannot be carried out, the Article shall remain at the expense and risk of the Client. B&H is in this situation entitled to claim rent of storage, costs etc.
- d. In case of delay, the Client may on its own terminate the agreement and only if the delay exceeds three (3) weeks and the issue is general articles. The Client has, in this case, the sole right to have a repayment of already paid fee and the Client can in this way not claim any other remedies of breach of contract on the occasion of the occurred delay. Specific Articles can, as a basis, not be terminated.
- e. If the agreement with the Client comprises several Articles/Services, and there are delays or defects in part of a delivery the Client is obliged to pay for the Articles/Services, which have been delivered on time and/or without defects. If the Client according to these terms has the

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right to terminate the agreement, the access to termination shall solely apply to the delayed or defective part of the delivery.

## 4. PRICES, HANDLING COSTS AND PAYMENT

### a. Prices and Handling Costs

- I. All prices are excl. VAT, duties, and handling costs etc. Reservation is made for price changes and exchange rates, which may occur right up to delivery – including also the suppliers' price increases.
- II. If the price of an Article/Service is increased by more than ten [10 %] in upward direction between entry of the agreement and delivery, the Client can, without payment of compensation, withdraw from the agreement if B&H is notified about this in writing immediately after the Client having become familiar with the change in price.
- III. On all orders/deliveries freight costs shall be added of minimum DKK 215/EUR 40 excl. VAT, unless otherwise has been agreed.  
For orders less than DKK 500,- excl. VAT there is an added handling charge of DKK 250,- excl. VAT, unless otherwise has been agreed.

### b. Payment

- I. Upon an individual assessment of the Client's creditworthiness, B&H accepts to deliver Articles/Services on credit. This credit assessment is made on a current basis.
- II. The Client cannot settle the purchase amount in claims originating from other legal circumstances and the Client cannot exercise a right of retention or deny payment due to delay, complaint or counter claims concerning the specific delivery.

### c. Delayed Payment

- I. In the event of non-payment, B&H is entitled to charge interest of the remaining amount at any time from the due date of payment.  
If the due date is exceeded, the first reminder will be written after seven (7) calendar days.  
The second reminder after further ten (10) days. If B&H has not received payment after the second reminder, the amount will be reported for debt collection. There will be a collection fee of DKK 100.00 each time plus interest of the due amount, corresponding to 15 % per year.

- II. Please note that if delivery is postponed due to buyer's conditions (creditor's delay) the Client is – unless B&H notifies the Client otherwise in writing – obliged to carry out any payment to B & H, as if the delivery had taken place at the agreed time.
- III. The Client is not entitled to settle against counter claims, if any, to B&H, which have not been recognized in writing by B&H. And the Client does not have the right to retain any part of the purchase amount due to counter claims of any kind.

## 5. RETENTION OF PROPERTY

- a. B&H reserves the right of property to the Article, as long as full payment has not been received for the ordered Article.
- b. Until the right of property has passed to the Client the sold Article is kept and maintained securely. Damage to the sold Article, in addition to what is caused by usual wear and tear, is to the compensated by the Client. The Client has, moreover, a duty to insure the sold Article against fire, theft and water damage up to the full value.  
The Client is committed to not dispose of the sold Article in a manner which may deteriorate B&H security in the Article, without the written consent of B&H, including but not limited to mortgage, lease or loan of the Article.

## 6. DELIVERY

- a. The delivery time is fixed by B&H at its best estimate in accordance with the conditions present at the presentation of the agreement /entry of the agreement. Unless otherwise is expressly agreed, a postponement of delivery time of fourteen (14) days due to B&H's conditions in any circumstance as timely delivery, so that buyer cannot for that reason exercise any powers towards B&H.
- b. If delay of delivery is due to B&H being in a situation as stated in clause 11.a, the delivery time is postponed by the time which the obstacle takes.  
However, both parties are entitled to cancel the agreement free of liability when the obstacle has taken more than three (3) months.  
The present provision is applicable, irrespective of the cause of whether the cause of delay occurs before or after expiry of the agreed delivery time.
- c. B&H must in the above case without undue delay notify the buyer of changes in delivery time.

## 7. RIGHT OF RETURN

- a. The Client has a right to return general articles up to eight (8) days after delivery at the address stated by the Client. The Article is returned in unused condition and in original packaging.

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Specie Articles cannot be returned, unless the Article substantially deviates from the agreed requirement specifications. The Client himself pays costs for return of the Articles to B&H, and he himself carries the risk of the Article until receipt at B&H.

- b. Articles which are returned, are labelled with a return number given by B&H. The return number is delivered by contacting b-h@buch-holm.dk stating Client name, client number, order number and article number. Dispatches which are not amply labelled with return number are rejected.
- c. Articles are only accepted returned upon prior agreement and invoice/order number must be stated and accompany the Article. In the event of an erroneous purchase (the Client's own responsibility), there will be a deduction of 10 % of the price of the Article, however, min. DKK 250.00. This also applies in the event of return after eight (8) days. Specific Articles are normally not accepted returned, but if it is agreed, B&H can claim a deduction of the price of the Article corresponding to the cost which is imposed on B&H. Please note that dispatch costs, handling costs and fees are not credited.

## 8. PACKAGING

- a. Packaging is only accepted returned according to separate agreement.

## 9. PRODUCT INFORMATION

- a. Drawings, specifications etc., which have been delivered by B&H before or after entry of the agreement, shall remain the property of B&Hs and may not be passed on without written agreement or in general be misused.

## 10. PRODUCT CHANGES

- a. B&H reserves the right, without notice, to carry out changes in the agreed specifications, if this can take place without inconvenience to the buyer.

## 11. COMPLAINT – TRANSPORT DAMAGE, ERRORS AND DEFECTS

- a. Upon receipt of dispatches, the Client is obliged to immediately without undue delay, to carry out an investigation of what has been sold, as required by good business principles. If the packaging show visible damages, the Client shall immediately receive with reservation, in writing, on the freight letter (CMR) and claim in writing in accordance with the term of delivery. Liability for damages will be fulfilled according to the term of delivery. In the event of invisible

transport damage, the Client has seven (7) work days to make claims against the shipping agent, insurance company and B&H.

B&H does not accept complaints of transport damage and lost dispatches, where buyer has entered into an agreement/power of attorney with third party (the shipping agent) that these can be put at the place of destination without the recipient signing. Claims against B&H will lapse.

- b. In the event of defect, the buyer shall immediately without undue delay notify B&H about this. At the discretion of B&H, defects in what has been sold will be remedied according to Danish Purchase Law and contractual agreements with B&H. If complaints are not made in a timely manner, the right to claim defects has lapsed.
- c. The period of complaint is limited to twelve (12) months from delivery. Upon expiry of the period of complaint, the Client can in this way not claim for defects. For third party products, the same period of complaint applies, as those appearing from the provisions of complaint applicable for the sub-supplier. Exchange or repair does not result in a new 12-month complaint period running.
- d. B&H is without responsibility for errors or defects which i.a. is attributable to changes carried out by the Client, repair carried out by others than B&H or B&H's service partners, software related errors, loss of data and failing backup, including in connection with repair, remedy and service etc., erroneous assembly, treatment, water damage, fire, unstable electricity supply, wrong network connection or consequential errors due to use of other connected equipment.
- e. There is no further guarantee on the part of B&H, unless this has been expressly agreed in writing. Guarantee and service obligations, in addition to what might be expressly agreed in writing with B&H, shall in this way not rest with B&H, but the relevant producer and the said's service provider.

## 12. LIABILITY OF DAMAGES AND LIMITATIONS OF LIABILITY

- a. B&H is not liable for damages in case of delay or defects in the Article/Service. B&H in this way waives any liability for consequential loss and/or indirect loss, including operating loss, loss of profit, loss of earnings, loss of data and/or other indirect loss and costs in connection with reestablishment / update etc. on the occasion of defects in what has been sold.
- b. B&H product liability is limited to the liability which results from the Act on Product Liability and B&H in this way waives any liability for product damage on any other basis. The Client is obliged, without undue delay, in writing to notify B&H, if a product liability damage has occurred, or that there is a danger that such a damage will occur.

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- c. In no case can B&H's liability of damages exceed an amount corresponding to 125% of the price for the relevant Articles/Service according to the order confirmation issued by B&H. In all circumstances, B&H's total liability for damages is limited to DKK 1.000.000.

## 13. PERSONAL INFORMATION - GDPR

- a. B&H's treatment of personal information takes place observing the Danish Privacy Act and the privacy regulation, GDPR.  
The Client can contact B&H, if information is requested as to which data are had and treated in relation to the Client or if the information is requested deleted or corrected.  
Information like the Client's name, company address/branch, e-mail and telephone, if any, is only used to fill in the Client's order and inform the Client if unexpected problems should arise. B&H will in under no circumstances pass on the Client's information to third party, in addition to data processors who supply services to B&H according to B&H's approved Data processing agreements. Passing on, in addition to this, will only take place with the consent of the Client. See our description of [GDPR](#) here.

## 14. FORCE MAJEURE

- a. If an extraordinary situation arises, which is beyond the powers of B&H, and which according to the Purchasing Act is seen as force majeure, the obligations of B&H will be suspended for the period of time which the extraordinary situation lasts.  
In such an extraordinary situation, the Client can terminate the agreement with B&H, if the situation lasts or is considered to last for more than sixty (60) days, and in these cases then only with fourteen (14) days' notice.
- b. B&H cannot be held responsible for obstacles which are beyond our powers, for instance product disturbances, strikes of lightening, long power outages, strike or other unexpected events.

## 15. APPLICABLE LAW AND VENUE

- a. Any dispute between the Client and B&H on the occasion of these terms shall be settled according to Danish law at the Copenhagen City Court.

## 16. INVALIDITY

- a. If one or several provisions in these terms should be seen as invalid, the other terms shall continue to be valid between the Client and B&H.

## 17. ASSIGNMENT

- a. B&H can, in whole or in part, assign its rights and obligations to third parties, including having its rights and obligations carried out, in whole or in part, by sub-suppliers. Unless a written consent has been given from B&H, the Client may not assign its rights or obligations to third party.