

Terms and Conditions of Sale – Danfresh ApS

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1. General

These terms and conditions apply to all sales, quotations, and deliveries made by Danfresh ApS, unless otherwise agreed in writing. By placing an order with Danfresh, the customer accepts these terms in full.

2. Customers and Scope

Danfresh operates exclusively as a business-to-business (B2B) supplier. All customers must be registered companies or organizations. These terms do not apply to consumer transactions.

3. Quotations and Orders

All quotations are non-binding and subject to availability. An agreement is only considered final when Danfresh has issued a written order confirmation. Any changes requested by the buyer must be confirmed in writing by Danfresh.

4. Prices

All prices are stated in DKK or EUR (unless otherwise agreed) and are exclusive of VAT, taxes, packaging, shipping, and other applicable fees. Prices are subject to change until a written order confirmation is issued.

5. Delivery and Risk

Delivery times are estimated and not guaranteed unless explicitly agreed. Danfresh is not liable for delays due to circumstances beyond its control. Risk passes to the buyer upon dispatch from Danfresh's warehouse or supplier.

6. Packaging and Technical Advice

Danfresh provides packaging solutions and technical advice based on current knowledge and experience. However, it is the buyer's responsibility to test and verify that the chosen solution is suitable for their specific application and complies with relevant regulations.

7. Payment Terms

Unless otherwise agreed, the applicable payment terms are those stated in the quotation or order confirmation. Late payments are subject to interest in accordance with the Danish Interest Act. Danfresh reserves the right to suspend delivery in case of overdue payments.

8. Complaints and Defects

The buyer must inspect all goods upon receipt. Any defects or shortages must be reported in writing within 8 days. If a product is found to be defective, Danfresh may, at its discretion, offer a replacement or a credit note. Danfresh's liability is limited to the value of the goods supplied.

9. Returns

Goods may only be returned with prior written approval from Danfresh. Returns must be undamaged and in original packaging. Custom-made or specially ordered products cannot be returned.

10. Liability and Limitations

Danfresh is not liable for indirect losses, including operating losses, loss of profit, or consequential damages. Total liability is limited to the invoice value of the goods or services supplied.

11. Confidentiality

Both parties agree to keep confidential all information obtained in connection with orders, quotations, and advisory services. This includes, but is not limited to, pricing, packaging specifications, technical documentation, customer data, and business strategies. Confidential information may not be disclosed to third parties without prior written consent, unless required by law.

12. Force Majeure

Danfresh is not responsible for delays or failure to perform due to force majeure events such as natural disasters, strikes, transport interruptions, government restrictions, or similar events beyond Danfresh's control.

13. Governing Law and Jurisdiction

All agreements and disputes shall be governed by Danish law. Any legal dispute shall be settled by the Danish courts, with Danfresh's domicile as the venue, unless otherwise agreed.

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These terms were last updated on: Juli 1 - 2025