

Terms and Conditions of Sale and Delivery – Danfresh ApS

1. Application

These terms and conditions of sale and delivery apply to all deliveries from Danfresh ApS unless otherwise agreed in writing. Any deviations from the customer's own purchasing conditions are only valid if accepted in writing by Danfresh ApS.

2. Offers and Orders

- Offers from Danfresh are binding for 14 days from the date of the offer unless otherwise stated.
- An order is only binding once Danfresh has confirmed the order in writing.
- Any changes to or cancellations of orders must be approved in writing by Danfresh.

3. Prices

- All prices are in Danish kroner (DKK) excluding VAT, duties, and delivery costs unless otherwise stated.
- Danfresh reserves the right to change prices in the event of changes in exchange rates, raw material prices, transportation costs, or other circumstances beyond the company's control.

4. Delivery

- Delivery takes place as agreed and in accordance with Incoterms 2020 unless otherwise stated.
- Delivery times are indicative. Danfresh is not responsible for delays caused by circumstances beyond the company's control (force majeure).
- The risk for the goods passes to the customer upon delivery.

5. Quality and Complaints

- Danfresh supplies goods of the agreed quality and in accordance with applicable food legislation.
- The customer must inspect the goods immediately upon receipt. Complaints regarding visible defects must be made within 24 hours after receipt.
- Hidden defects must be reported immediately after discovery and no later than 7 days after delivery.
- If a complaint is not made in due time, the customer loses the right to invoke the defect.

6. Payment

- Payment terms are net 8 days unless otherwise agreed in writing.
- In case of late payment, interest will be charged in accordance with the Danish Interest Act.
- Ownership of the delivered goods remains with Danfresh until full payment has been received.

7. Liability and Limitation

- Danfresh is only liable for direct losses caused by documented errors or negligence.
- Danfresh cannot be held liable for indirect losses, including operating losses, loss of profit, or consequential damages.
- Liability is in all cases limited to the invoice value of the goods.

8. Force Majeure

Danfresh is exempt from liability in the event of circumstances beyond the company's reasonable control, including war, strike, lockout, fire, natural disasters, epidemics, transport disruptions, government intervention, or delays from subcontractors.

9. Governing Law and Jurisdiction

All disputes shall be settled in accordance with Danish law. The venue shall be the home court of Danfresh.

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