

Terms of sale and delivery for Carl Ras A/S (hereinafter referred to as CR)

CBR no. DK 70 58 71 14 | September 2014

1. Quotation, order and acceptance

The buyer's order and booking of any kind is only binding for CR after the buyer has received a written confirmation of order. A quotation from CR, which does not indicate a specified time for acceptance, will become void if CR has not received compliant acceptance from the buyer within two weeks from the quotation date. Agreements concerning changes to or in addition to the original agreement are not binding for CR without written confirmation from CR. Prices on the website are displayed including and excluding VAT and are excluding tax and duties.

2. Delivery and delivery services

CR delivers to all of Denmark at current shipping rates. All shipments to the Faeroe Islands, Greenland, Iceland and other countries are forwarded ex works.

3. Payment terms

The last day of payment is stated on the invoice. If payment is not made on time, 2% interest will be calculated per commenced month, calculated from the due date specified on the front page.

4. Delays

Should a delay in delivery arise as a result of a labour dispute or any other circumstance of which the parties have no control such as fire, natural disasters, war, mobilisation or unforeseen military draft of similar scope, requisitioning, seizure, currency restrictions, rebellion and disturbances, lack of means of transport, general shortages, restrictions on motive power as well as defects in or delays with deliveries from sub-suppliers which are the result of any of the circumstances mentioned in this section, the delivery time will be extended in so far as it is deemed reasonable in relation to the circumstances. If the delivery time can be expected to take longer than four weeks, both CR as well as the buyer are entitled to cancel the agreement without this being deemed as non-compliance.

If CR does not deliver within the delivery time or within a reasonable time subject to the above provision on extended delivery, the buyer is entitled by written notice to CR to demand delivery and determine a final reasonable deadline for this and thereby indicate that the buyer intends to cancel the transaction if delivery does not take place within this period.

If delivery is not made within the determined deadline, the buyer is entitled by written notification to CR to cancel the agreement.

5. Right to claim compensation concerning defects

Complaints concerning defects must be made in writing and immediately after the defect has been discovered.

If the buyer fails to do this, he loses the right to remedial action or replacement. Also refer to section 7 for compensation claims.

If CR does not correct or exchanges defective deliveries within a reasonable time after the buyer has filed the claim on time, the buyer has the right to cancel the agreement through written notification to the seller with regard to the defective part of the delivery. The buyer cannot decide to retain the purchase and require a proportionate reduction or compensation based on this.

If the buyer cancels the agreement, he has the right to demand reimbursement by CR of the additional costs that have been imposed on him in the acquisition of a similar delivery from another supplier. However, the claim for compensation may not exceed 10% of the agreed purchase price for the defective item.

CR has no liability for defects or reduced benefits of a defective delivery in addition to the above. Nor is CR liable for damages for operational loss, loss of earnings or any other indirect losses.

6. Disclaimer and product liability

CR is only liable for personal injury if it is proven that the damage is due to errors or omissions by CR or others whom the company is liable for. CR is not liable for damage to real estate or movables. CR is not liable for damages for operational loss, loss of earnings or any other indirect losses.

To the extent that CR may be imposed product liability to a third party, the buyer is obliged to indemnify CR to the same extent that CR's liability is limited in accordance with the above provisions concerning product liability.

If a third party makes claims against one of the parties concerning liability for damages in accordance with this section, this party must immediately notify the other party thereof.

7. Claims and examination obligation

It is the responsibility of the buyer to carry out a thorough examination no later than at the time of delivery to ensure that the service is in compliance with what has been agreed in the agreement.

The buyer is obliged to make an immediate complaint regarding defects which may be discovered in such an examination and the buyer may not cite defects at a later time that could have been discovered during the prescribed examination. Claims due to defects and delays must be made in writing immediately upon discovering the non-compliance.

For claims for defects, the claim must contain a statement of the nature of the defect. In such a claim, CR has the right to check damages at the place of damage and to carry out investigations of defective parts before CR determines whether the defects are covered by the obligation of CR as determined in section 6 above.

If the buyer fails to fulfil rules laid down in these provisions, he will be precluded from any remedy regarding non-conformity, be it due to a delay, defect or other.

8. Retention of ownership

With the limitations that result from mandatory legislation, CR retains ownership of the sold

items until the entire purchase amount has been paid with the addition of any costs and interest. In case of conversion or re-working of the sold item, ownership is retained so that it includes the converted or re-worked item to an extent corresponding to the value which the sold item represented at the time of the sale.

9. Venue and applicable law

Any dispute between the parties shall be settled by the ordinary courts and in accordance with Danish legislation.

10. Returns

As buyer, you are responsible for verifying that the goods delivered from CR correspond to that which has been ordered. If, contrary to expectation, incorrect goods have been delivered or if you as buyer have ordered incorrectly, please contact us within 3 working days, whereupon the goods will be exchanged without extra cost, provided the goods are marketable and in sealed, undamaged and original packaging. In the event that this is not the case, the goods will be rejected.

After 3 days, the goods may only be returned after prior agreement in each individual case and only provided the goods are marketable and in sealed, undamaged and original packaging. In the event that this is not the case, the goods will be rejected. When returning by agreement, the goods must always be returned free of charges and must always have a copy of the delivery note or invoice enclosed. When returning, a cost deduction will be calculated, which will be deducted from the credited amount. After 3 months no credit will be issued. Goods sold in broken packaging or cut up in metric units as well as special-order goods or customised goods may not be returned.

General Terms of trading for e-Commerce

Shipping costs

The cost of shipping is DKK 59 excl. VAT, but the shipping cost may depend on the agreement which the customer has with us as well as the size and product content of the order. The shipping cost is indicated in the shopping cart before the order is completed. Orders made Monday - Thursday before 6:00 p.m. and Friday before 3:00 p.m. will ship the same day. Orders received after 3:00 p.m. will ship the following working day. Orders received on weekends (Saturday/Sunday) and holidays will ship the following working day. CR can change the delivery mode to their truck, if this is appropriate.

Light shipments are usually delivered by GLS. Heavy shipments are usually delivered by a carrier. Shipments made by a carrier will be delivered to the ground floor. In principle, no shipments will be left without acknowledgement of receipt. If no one is available, the carrier will leave a note, whereupon it is the responsibility of the buyer to contact the carrier to agree on a new delivery. Deliveries made without acknowledgement of receipt at the request of the buyer are at the buyer's own risk in the event of any defects and damage.

Discount on the purchase of goods

If a discount has been given on the purchase, this will be indicated in the shopping cart. All orders below DKK 300 excl. VAT do not trigger any discount in a trade agreement.

Payment options:

The buyer can pay with VISA, VISA Electron, MasterCard, Maestro, JCB or Dankort. These methods of payment are considered cash payment, and the money will be deducted from your card the moment we ship the goods.

Right of return:

There is full right of return within 14 days. In the event of a return, buyer must bear the shipping costs. Goods must be returned in unmarked, original packaging.

Reservations:

Reservations are made for typing errors and price changes, and CR reserves the right to cancel orders.

Copyright:

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