

Salgs- og leveringsbetingelser

1 TILBUD, ORDRE OG ACCEPT

1.1 Købers ordre og bestilling er ikke bindende for SG-Trading (SGT), førend at SGT har accepteret ordren.

1.2 Når køber har afgivet en ordre, kan køber ikke foretage ændringer i ordren, medmindre dette accepteres af SGT.

1.3 Købers ordre og levering kan være omfattet af betaling af tillæg.

1.4 Alene erhvervsdrivende kan afgive ordre til SGT.

2 PRODUKTINFORMATION

2.1 Oplysninger i markedsføringsmateriale, prislister og anden produktinformation er kun bindende i det omfang aftalen udtrykkeligt henviser til dem.

3 LEVERING OG RISIKO OVERGANG

3.1 Såfremt leveringen af ordren foretages af fragtfører udpeget af SGT overgår risikoen for ordrens hændelige undergang ved leveringen til den aftalte leveringsadresse. Medmindre andet er aftalt, betaler køber et nærmere fastsat distributionstillæg for levering af ordren. Leveringen er betinget af, at aflæsningsstedet er tilgængeligt ad farbar vej. Køber er ansvarlig for, at der kan ske omgående aflæsning på den aftalte leveringsadresse. Køber afholder eventuelle meromkostninger, såfremt aflæsning ikke kan ske som forventet, herunder eksempelvis omkostninger forbundet med opbevaring og genfremsendelse. Levering vil her reguleres i henhold til DAP i Incoterms 2010.

3.2 Såfremt leveringen af ordren foretages af fragtfører udpeget af køber, herunder køber selv, eller køber selv afhenter ordren, overgår risikoen for ordrens hændelige undergang, ved købers eller en af køber udpeget fragtførers afhentning af ordren fra det lager eller lokation, hvor ordren henstår. Levering vil her reguleres i henhold til EXW i Incoterms 2010.

3.3 Leveringstidspunktet kan være aftalt til en bestemt dato eller indenfor en fastsat periode. SGT har ret til at foretage og er ikke ansvarlig for ændringer af leveringstidspunktet, såfremt ændringerne skyldes, at samtlige oplysninger eller informationer fra køber eller tredjemand, der er nødvendige for ordrens udførelse, ikke inden rimelig tid inden leveringstidspunktet, er kommet til SGT's kundskab eller forsinkelse fra SGT's leverandører.

3.4 SGT forbeholder sig retten til at foretage delleverancer.

3.5 I forbindelse med leveringen skal køber straks foretage en grundig og passende undersøgelse af den leverede ordre. Hvis køber vil påberåbe sig, at den leverede ordre har en synlig skade, skal køber straks og senest på leveringsdagen give SGT meddelelse herom. Hvis køber vil påberåbe at den leverede ordre havde en usynlig skade ved leveringen, skal køber senest 5 dage fra leveringen af ordren til køber give meddelelse herom til SGT. Hvis køber vil påberåbe sig, at SGT ikke har leveret det bestilte antal produkter eller at SGT ikke har leveret det faktisk bestilte produkt, skal køber senest 5 dage fra leveringen af ordren til køber give meddelelse herom til SGT. Såfremt at køber i forbindelsen med leveringen af ordren har kvitteret på et fragtbrev uden anmærkninger,

er køber efterfølgende afskåret fra at gøre gældende, at den leverede ordre havde en synlig skade ved leveringen.

3.6 SGT er berettiget til at kræve betaling for rimelige omkostninger afholdt af SGT som følge af, at leveringen har været udskudt på grund af købers forhold, herunder opbevaringsomkostninger samt ekstra håndterings- og transportomkostninger. Det oprindeligt aftalte leveringstidspunkt skal i så fald anses for leveringstidspunktet i relation til de aftalte leveringsbetingelser, herunder særligt risikoens overgang.

4 PRISER

4.1 Alle priser er som udgangspunkt angivet i danske kroner og er eksklusiv moms, tillæg, gebyr m.m. med mindre andet er angivet. Ordre under 300 kr. eksklusiv moms udløser ikke rabat.

5 BETALING

5.1 Sidste rettidige betalingsdag fremgår af fakturateksten. Hvis betaling ikke sker rettidigt, skal køber betale rente af det forfaldne beløb på 1,5 % pr. påbegyndt måned, regnet fra den på forsiden angivne forfalds dag. Desuden er SGT berettiget til at opkræve rykkergebyr og et kompensationsbeløb i henhold til rentelovens bestemmelser.

5.2 Køber er ikke berettiget til at modregne med eventuelle modkrav mod SGT og har ikke ret til at tilbageholde nogen del af købesummen på grund af modfordringer af nogen art.

6 GARANTI FRA FABRIKANT/PRODUCENT

6.1 Såfremt fabrikanten/producenten af produktet yder en garanti, som køber kan støtte ret på, vil alene fabrikanten/producenten hæfte for den garantiforpligtelse. Køber kan således ikke rejse krav mod SGT som følge af fabrikantens/producentens garanti.

7 MANGLER & REKLAMATION

7.1 Reklamation vedrørende mangler skal foretages skriftligt og straks, manglen måtte være konstateret. Undlader køber dette, mistes retten til at gøre manglen gældende og udøve misligholdelsesbeføjelser.

7.2 SGT har ret og pligt til at afhjælpe mangler eller ombytte mangelfulde leverancer inden for rimelig tid. Hvis SGT ikke afhjælper eller ombytter mangelfulde leverancer inden rimelig tid efter, at køber skriftligt og rettidigt har reklameret, har køber ret til ved skriftlig meddelelse til sælgeren at hæve aftalen, for så vidt angår den mangelfulde del af leverancen. Denne ret er Kundens eneste misligholdelsesbeføjelse i tilfælde af mangelfulde leverancer.

7.3 Køber kan ikke fastholde et køb og samtidigt kræve forholdsmæssigt afslag eller erstatning.

7.4 Det påhviler køber, senest ved leveringen, at foretage en grundig undersøgelse af, at ydelsen stemmer overens med det kontraktmæssige aftalte. Køber er forpligtet til omgående at reklamere over mangler, der måtte eller burde være konstateret ved en sådan undersøgelse, og køber kan ikke senere påberåbe sig mangler, der kunne være konstateret ved den foreskrevne undersøgelse. Reklamationer i anledning af mangler og forsinkelse skal fremsættes skriftligt og straks ved konstateringen af misligholdelsen. Ved reklamation over mangler skal reklamationen indeholde en redegørelse for manglens beskaffenhed. Ved en sådan reklamation har SGT ret til at kontrollere skader på skadestedet og til at foretage undersøgelser af mangelfulde dele, før SGT tager stilling til,

om manglerne omfattes af det i afsnit 7 pligt for SGT. Undlader køberen at opfylde de i nærværende bestemmelser fastsatte regler, afskæres han for enhver misligholdelsesbeføjelse, det være sig i anledning af forsinkelse, mangler eller andet.

8 ANSVARSBEGRÆNSNINGER VED FORSINKELSE, MANGLER ELLER FEJLLEVERANCER

8.1 SGT kan i intet tilfælde gøres ansvarlig for driftstab, avancetab eller andre indirekte tab og følgeskader, herunder konventionalbodsbetalinger eller betaling af andre bøder, i anledning af forsinkelse eller mangler ved det solgte produkt, medmindre SGT har handlet forsætligt eller groft uagtsomt. Det samme gælder i forhold til fejlleverancer, som kan henføres direkte til SGT. Det samme gælder endvidere i relation til SGT's forsinkelse i forhold til levering af en eller flere af køberen tilkøbte serviceydelser.

8.2 For at undgå tvivl angives det særskilt, at hvis køber hæver aftalen, har han ikke ret til at kræve erstatning af SGT for de yderligere omkostninger, der er påført ham ved anskaffelse af tilsvarende leverance fra anden side. SGT har intet ansvar for yderligere mangler eller forringet udbytte som følge af mangelfuld leverance.

8.3 SGT's samlede erstatningsansvar kan i intet tilfælde overstige den pris, kunden har betalt for den vare eller tjenesteydelse, som kundens krav vedrører.

8.4 Følgende omstændigheder (force majeure) medfører ansvarsfrihed for SGT, såfremt de forhindrer levering af produktet eller gør opfyldelsen urimelig byrdefuld:

Arbejdskonflikt, strejke, lockout og enhver anden omstændighed, som parterne ikke har kontrol over, såsom brand, krig, mobilisering eller uforudsete militærindkaldelser af tilsvarende omfang, rekvirering, beslaglæggelse, valutarestriktioner, oprør og uroligheder, usædvanligt vejr og naturkatastrofer, herunder vulkanudbrud og skybrud, mangel på transportmidler, almindelig vareknaphed, restriktioner af drivkraft samt mangler ved eller forsinkelse af leverancer fra leverandører, som skyldes nogen af de i dette punkt nævnte omstændigheder. Omstændigheder som nævnt, der var indtruffet inden tilbuddets afgivelse/ordres indgåelse, medfører kun ansvarsfrihed, såfremt deres indflydelse på ordrens opfyldelse ikke kunne forudses på dette tidspunkt.

8.5 Det påhviler SGT inden for rimelig tid skriftligt at underrette køber, dersom der indtræffer omstændigheder som nævnt ovenstående, og SGT gør brug af ansvarsfritagelse på baggrund af disse omstændigheder.

8.6 Såfremt forsinkelse ved levering skyldes force majeure, jf. ovenstående, udskydes leveringstiden med den tid, som hindringen varer, idet begge parter dog skal være berettiget til ansvarsfrit at annullere ordren om levering af produktet, når hindringen har varet i mere end 3 måneder. Nærværende bestemmelse finder anvendelse, uanset om årsagen til forsinkelsen indtræffer før eller efter udløbet af den aftalte leveringstid.

9 RETURNERING

9.1 Kunden tildeles den i dette afsnit begrænsede returret.

9.2 Forudsætninger for mulig returnering:

- Produktet skal være købt hos SGT
- Produktet skal være kurant, ubeskadiget, komplet og salgsbart
- Emballagen skal være original og ubeskadiget
- SGT's Faktura- eller ordrenummer skal oplyses

9.3 Hvis ovenstående er overholdt, vil der ikke påløbe returomkostninger ved kreditering indenfor 14 dage fra leveringstidspunktet, dog skal køber altid selv betale

forsendelsesomkostningerne. Ydermere skal køber altid ved forsendelse af returvarer til SGT indgå en forudgående aftale med SGT.

9.4 Efter 14 dage fra leveringstidspunktet hvis ovenstående er overholdt, gælder at varerne kun modtages retur efter forudgående aftale i hvert tilfælde og at der vil påløbe 20 % af købsprisen, dog minimum 75 kr. pr. retursag, dette fratrækkes på kreditnotaen.

9.5 Efter 3 måneder fra leveringstidspunktet, vil det ikke være muligt at få krediteret varer.

9.6 Varer solgt i anbrudt emballage eller opskåret på metermål, outlet-varer, samt specielt hjemtaget eller fremstillet efter opgave tages ikke retur.

10 ÆNDRINGER VEDRØRENDE KØBERS KONTO

10.1 Det er til hver tid købers pligt at sikre at SGT har de rigtige oplysninger herunder blandt andet men ikke udtømmende; CVR-nummer, firma navn, telefonnummer og adresse, mailadresse til fremsendelse af faktura/kontoudtog/rykkere, bemyndigelser og koder på køber. Rettelser skal sendes på mail til debitor@carl-ras.dk. Har SGT mod forventning ikke modtaget de opdaterede oplysninger om køber, vil SGT ikke kunne gøres ansvarlig ved fejl og mangler i registreringer på købers konto samt købers evt. manglende modtagelse af rykkere m.v.

10.2 Ligeledes er det købers pligt at sikre, at bemyndigelser tilbagekaldes og koder ændres for at hindre misbrug af kontoen. SGT vil ikke kunne gøres ansvarlig for ovenstående mangler i forbindelse med misbrug af købers konto.

11 ÆNDRINGER AF SGT

11.1 SGT forbeholder sig retten til at ændre disse salgs- og leveringsbetingelser. Den til enhver tid gældende version af salgs- og leveringsbetingelserne kan findes på www.sg-trading.dk.

12 VÆRNETING OG LOVVALG

12.1 Disse salgs- og leveringsbetingelser er underlagt dansk ret, idet der dog skal ses bort fra de internationale privatretlige regler og de Forenede Nationers konvention om aftaler om internationale køb (CISG). Enhver tvist der måtte opstå mellem køber og SGT afgøres ved de ordinære danske domstole i København og omegn.

Terms of sale and delivery

1 QUOTATION, ORDER AND ACCEPTANCE

1.1 The Buyer's order is not binding on SG-Trading (SGT) until SGT has accepted the order.

1.2 Once the Buyer has placed an order, the Buyer can no longer make any changes to it, unless the changes are accepted by SGT.

1.3 The Buyer's order and the delivery may be subject to additional charges.

1.4 Only business customers can place orders with SGT.

2 PRODUCT INFORMATION

2.1 Product information in marketing material, price lists, etc. is only binding to the extent the agreement expressly refers to it.

3 DELIVERY AND TRANSFER OF RISK

3.1 If the order is delivered by a carrier appointed by SGT, the risk of accidental loss or damage to the goods passes to the Buyer when the order is delivered at the agreed delivery address. Unless otherwise agreed, the Buyer pays an additional agreed fee for delivery of the order. It is a condition for delivery that the place of unloading can be accessed using a passable road. The Buyer is responsible for ensuring that unloading can take place immediately at the agreed delivery address. The buyer is responsible for any additional costs that may be incurred if unloading cannot take place as expected, for example costs associated with storage or redelivery. In this case, delivery will be DAP as per Incoterms 2010.

3.2 If the order is delivered by a carrier appointed by the Buyer, or by the Buyer himself, or if the Buyer personally collects the order, the risk of accidental loss or damage to the goods passes when the Buyer or a carrier appointed by the Buyer collects the order from the warehouse or the location where the order is kept. In this case, delivery will be EXW as per Incoterms 2010.

3.3 The time of delivery may be an agreed date or within an agreed period. SGT is entitled to change the time of delivery and is not responsible for such changes if caused by the Buyer or a third party failing to provide SGT with all information necessary for the execution of the order in sufficient time before the time of delivery, or if the changes are due to a delay by SGT's suppliers.

3.4 SGT reserves the right to make partial deliveries.

3.5 Upon delivery, the Buyer must immediately undertake an adequate and careful inspection of the delivered goods. If the Buyer wishes to make a claim for visible damage to the delivered goods, the Buyer must notify SGT immediately and no later than at the end of the date of delivery. If the Buyer wishes to make a claim for hidden damage to the delivered goods, the Buyer must notify SGT no later than five days from delivery of the order to the Buyer. If the Buyer wishes to allege that SGT did not deliver the right number of products, or that SGT did not deliver the exact product ordered, the Buyer must notify SGT no later than five days from delivery of the order to the Buyer. If the Buyer accepted

the order upon delivery without endorsing the waybill, the Buyer is subsequently barred from alleging that the goods were visibly damaged upon delivery.

3.6 SGT is entitled to demand payment of reasonable costs incurred by SGT as a result of a delay in delivery caused by circumstances within the Buyer's control, including storage costs and additional handling and transport costs. The originally agreed time of delivery will in that case be deemed to be the time of delivery set out in the agreed terms of delivery. This applies, in particular, to the passing of risk.

4 PRICES

4.1 In principle, all prices are stated in Danish kroner and are exclusive of VAT, additional fees, taxes and duties, etc. unless otherwise specifically stated. Orders of less than DKK 300 ex-cluding VAT do not qualify for a discount.

5 PAYMENT

5.1 The final due date of payment is stated on the invoice. In the event of late payment, the Buyer must pay interest on the due amount at a rate of 1,5% per month or part thereof with effect from the due date stated on the front page. In addition, SGT is entitled to charge a reminder fee and claim compensation in accordance with the provisions of the Danish Interest Act.

5.2 The Buyer is not entitled to use any counterclaim against SGT as a set-off and is not entitled to withhold any part of the purchase price on account of counterclaims of any nature.

6 MANUFACTURER'S GUARANTEES

6.1 If the manufacturer of the product gives a guarantee on which a potential claim can be based, only the manufacturer is liable under such a guarantee. The Buyer therefore cannot make a claim against SGT under the manufacturer's guarantee.

7 DEFECTS AND COMPLAINTS

7.1 Complaints about defects must be made in writing as soon as the defect is discovered. A Buyer who fails to do so waives his right to make a claim in relation to the defect and cannot rely on his rights for breach of agreement.

7.2 SGT is entitled and obliged to remedy any defects or replace defective goods within a reasonable period of time. If SGT fails to remedy or replace defective goods within a reasonable period of time following a written and timely complaint by the Buyer, the Buyer is entitled to rescind the agreement by written notice to the Seller as far as the defective part of the delivery is concerned. This right is the Buyer's only right for breach of contract in connection with defective deliveries.

7.3 The Buyer cannot uphold the purchase and at the same time demand a pro rata price reduction or compensation.

7.4 The Buyer is obliged to thoroughly check, no later than at the time of delivery, whether the goods are as contracted for. The Buyer is obliged to immediately complain about defects that were or should have been discovered in connection with such an inspection, and the Buyer cannot later make a claim for defects that could have been

discovered in connection with the presSGTibed inspection. Complaints on account of defects or delay must be made in writing as soon as the breach has been discovered. A complaint about defects must contain a desSGTiption of the nature of the defect. In connection with such complaints, SGT has the right to check the damage on location and to inspect defective parts, before deciding whether the defects are covered by SGT's obligations as desSGTibed above. A failure to comply with the rules set out in this document has the effect that the Buyer loses all rights to make a claim for breach of contract whether on account of delay, defects or any other reason whatsoever.

8 LIMITATION OF LIABILITY FOR DELAY, DEFECTS OR FAULTY DELIVERIES

8.1 SGT cannot under any circumstances be held liable for loss of operation, loss of profit or any other indirect loss or consequential damage, including agreed penalties or the payment of other fines on account of delay or defects in the product sold, unless SGT acted intentionally or with gross negligence. The same applies with respect to faulty deliveries for which SGT is directly responsible. The same moreover applies with respect to late delivery by SGT of one or more add-on services purchased by the Buyer.

8.2 For the avoidance of doubt, it is specifically stated that a Buyer who rescinds the agreement has no claim to compensation from SGT for any additional costs incurred in connection with the purchase of similar goods from another party. SGT has no liability for additional defects or a loss of profit as a result of a defective delivery.

8.3 SGT's combined liability cannot under any circumstances exceed the price paid by the Buyer for the product or service, to which the Buyer's claim relates.

8.4 SGT is exempt from all liability if any of the circumstances set out below (force majeure) prevent delivery of the product or make compliance with the delivery obligation unreasonably burdensome. Labour disputes, strike, lockout and any other circumstances beyond the control of the parties including fire, war, mobilisation or unforeseen consSGTiption of a similar scope, requisitioning, confiscation, currency restrictions, riot or civil disturbance, unusual weather or natural disasters, including volcanic eruption and cloudburst, lack of transport, general shortage of goods, fuel restrictions as well as defects or delays in the deliveries from suppliers caused by any of the circumstances mentioned under this clause. Occurrence of any of the above-mentioned circumstances before the quotation was made or the order accepted does not exempt SGT of liability except if their influence on the completion of the order could not have been predicted at the time the event occurred.

8.5 SGT is obliged to inform the Buyer in writing within a reasonable period of time if any of the above-mentioned circumstances occur and SGT intends to claim exemption of liability on account of such circumstances.

8.6 If a delay in delivery is a result of force majeure, cf. above, the date of delivery is postponed by the duration of the impediment, and both parties are entitled to rescind the order without incurring liability once the impediment has lasted for more than three months. This provision applies whether the delay occurs before or after expiry of the agreed time of delivery.

9 RETURNS

9.1 The customer is granted the limited right of return set out in this section.

9.2 The following conditions apply:

- The product must have been purchased from SGT
- The product must be undamaged, complete and saleable
- The product must be in the original, undamaged packaging
- The customer must provide SGT's invoice or order number

9.3 If the above conditions have been met, the amount will be SGT edited in full within 14 days, but the cost of returning the product will always be for the Buyer's account. In addition, the Buyer must always make prior arrangements with SGT before dispatching the return goods.

9.4 Once the period of 14 days from the date of delivery has expired, goods can only be returned if the above-mentioned conditions have been met and subject to prior agreement in each individual case. A charge of 20% of the purchase price will apply, subject to a minimum of DKK 75 per return, which amount will be deducted from the SGT edit note.

9.5 No SGT edit will be granted for goods returned more than three months from the date of delivery.

9.6 Goods sold in broken packaging, piece goods, outlet products as well as goods procured to order or made to measure cannot be returned.

10 CHANGES TO THE BUYER'S ACCOUNT

10.1 The Buyer is obliged to make sure at all times that SGT has the correct information such as, but not limited to, the customer's business reg. no., company name, phone number and address as well as e-mail address to which invoices, statements, reminders, authorisations and codes can be forwarded. Changes should be e-mailed to debitor@carl-ras.dk. Should SGT against expectation not have received the updated information about the Buyer, SGT cannot be held liable for errors and defects in the information recorded against the Buyer's account or for the Buyer's failure to receive reminder letters, etc.

10.2 It is likewise the Buyer's duty to ensure that authorisations are revoked and codes changed, when relevant, to prevent misuse of the account. SGT cannot be held liable for the above-mentioned defects in the event of misuse of the Buyer's account.

11 CHANGES MADE BY SGT

11.1 SGT reserves the right to amend these terms of sale and delivery. The current version of the terms of sale and delivery, as applicable from time to time, is available at www.sg-trading.dk.

12 JURISDICTION AND GOVERNING LAW

12.1 These terms of sale and delivery are governed by Danish law, and international private law rules as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply. All disputes that may arise between the Buyer and SGT must be decided by the ordinary Danish courts in Greater Copenhagen.