

Terms and Conditions for Sale and Delivery (T&C)

General

The following Terms and Conditions for Sale and Delivery apply to all offers, sales and deliveries, unless otherwise agreed in writing. The conditions apply irrespective of the customer's own purchasing conditions, if any.

The purchase agreement is however subject to the general rules of the Danish Purchase Act, insofar as these rules are not deviated from in these T&C for sale and delivery. In the case of a consumer relationship, only the rules of the Danish Purchase Act shall apply.

Offers, orders and order confirmations

Offers are valid for 20 days.

All offers are subject to change of delivery times and to prior sales.

All information regarding weight, dimensions, quality and technical descriptions and data appearing in catalogues etc. shall be binding only to the extent that they are expressly included in the contract.

Offers and related documentation may not be shown to third parties. In such cases, the offer shall be the offer is null and void.

An order is only binding when the customer has received a written order confirmation and accepted it.

Modification, cancellation or annulment of an order, in whole or in part, by the customer can only be accepted with the prior written consent of Easy Wagon.

Design changes

Easy Wagon reserves the right, without prior notice, to make minor changes in design, components, etc. that do not materially change the functionality, appearance and intended use of the product. Such changes do not give the buyer the right to cancel the purchase or entitle him to compensation.

Prices

All prices given are excluding VAT and freight costs.

Changes to the price list may be made without prior notice.

Payment

Payment must be received by Easy Wagon no later than the date stated on the invoice as the last day for payment.

Easy Wagon reserves the right to change the payment terms in case the buyer's ability to pay is impaired. If the delivery is postponed due to the buyer's financial position, the buyer is nevertheless obliged to make payment to Easy Wagon as if the delivery had been made at the agreed time.

Administrationen:

Nordensvej 1, Taulov

7000 Fredericia

Tlf.: 65911911

info@easywagon.dk

www.easywagon.dk

CVR-nr. 37 49 36 86

Danske Bank: 4597 – 11850324

SWIFT: DABADKKK

IBAN: DK84 3000 0011 850324

Easy Wagon may at any time after the conclusion of the contract require security.

If payment is made after the due date, Easy Wagon is entitled to charge 2% interest per month commencing from the date of delivery respectively from the due date.

The Buyer shall not be entitled to make any other claim against Easy Wagon for delay, including claims for damages arising from any delay. Easy Wagon is therefore under no circumstances liable for operating losses, time losses, lost profits or other indirect losses, e.g., daily allowances, incurred as a result of delay or defects.

Force Majeure

In the event of force majeure, Easy Wagon is released from its obligations as long as the force majeure situation persists. Force majeure exists if Easy Wagon or Easy Wagon's subcontractors are prevented from fulfilling agreements governed by these T&C for sale and delivery as a result of events such as war, civil war, rebellion, acts of terrorism, government restrictions, import or export bans, natural disasters of any kind as well as widespread or local labor disputes, fire, power failure, computer virus or similar unless it can be documented that Easy Wagon should reasonably have foreseen this at the time of concluding the agreement.

The Buyer shall not be entitled to set off any counterclaims against Easy Wagon and shall not be entitled to retain any part of the purchase price. Easy Wagon retains title until full payment has been made.

Delivery

Delivery is made ex works

The delivery time is determined at Easy Wagon's discretion in accordance with the conditions existing at the time of the order confirmation.

If Easy Wagon learns that a stated delivery time cannot be met due to circumstances occurring after the conclusion of the agreement and over which Easy Wagon has no control, e.g. but not limited to, strike, lockout, fire, lack of means of transport, war, currency restrictions, import/export ban, failing supply from subcontractors, etc., the obligation to supply shall be suspended for the duration of the hindrance and Easy Wagon shall be entitled to postpone the delivery and obliged to notify the customer of the changed delivery time.

Limitation of liability

A claim for damages against Easy Wagon may not exceed the invoice amount for the item sold.

Easy Wagon shall not be liable for any loss of profits, loss of work or other indirect or consequential loss, including contractual damages etc., whether such loss is suffered by the customer or a third party, as a result of defective delivery.

Product liability

Easy Wagon provides a 12-month warranty from the date of delivery. Easy Wagon cannot be held liable for damage to goods caused by the weather, incorrect operation, overloading or lack of maintenance.

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The Buyer of the goods must ensure immediately upon delivery that the goods delivered are as agreed and that the goods are in whole and undamaged condition.

Upon the Buyer's discovery of defects, the Buyer shall immediately describe and specify the alleged defect in writing to Easy Wagon. Each complaint about defects that are or should have been discovered during the Buyer's inspection of the purchased goods must be received by Easy Wagon within 3 working days after the defect is or should have been discovered.

Easy Wagon reserves the right to invoice the Buyer for the costs of an unjustified complaint.

If defects are found that can be claimed against Easy Wagon, EasyWagon is entitled, within a reasonable time, to remedy the defect or at the discretion of Easy Wagon to give the Buyer a proportional reduction in the agreed purchase price or reimburse any prior agreed costs for mitigation. The Buyer is hereby fully and finally indemnified against any claim arising from such a defect.

The remedy of a justified complaint shall be carried out by Easy Wagon, unless otherwise agreed. The fact that Easy Wagon may start negotiations with the Buyer for an amicable solution to a complaint does not mean that Easy Wagon cannot subsequently invoke, for example, the limitations of complaint and liability in these T&C of sale and delivery.

Disputes

In any dispute that cannot be resolved amicably between Easy Wagon and the Buyer, the district court in Denmark, Kolding shall be called.

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