

**1. SALE OF GOODS ACT**

The seller's offer shall be subject to the rules of the Danish Sale of Goods Act unless exceptions from the rules have been stipulated in these terms and conditions of sale.

**2. THE SELLER'S OFFER**

Unless the offer stipulates otherwise, the seller's offer shall remain valid for 30 days from the date of the offer. If documenting prior sale, the seller shall not be bound by the delivery date stated in the offer. Instead, he shall agree with the buyer a new date for delivery as close as possible to the date originally offered.

**3. MEASURING**

In case the seller assists an expert buyer with measuring and the like, this assistance shall only be considered a service whereby the seller incurs no liability.

**4. CHANGING ORDERS**

The deadline for changes shall be the date of issue of the seller's order confirmation. For manufacturing process reasons no changes to the order will be possible after this date.

**5. DELIVERY****5.1 Place of delivery and risk**

Delivery shall be to the business address of the buyer or, by agreement, to a designated building site. Delivery shall be ex lorry, at which point the risk of loss or damage to the goods is also transferred to the buyer.

**5.2 Inspection of goods on delivery, complaints and queries**

It is the responsibility of the buyer to check at the time of delivery that the correct number of units has been supplied and that the goods are complete and undamaged. If this is not the case, it is the responsibility of the buyer to indicate this immediately in writing on the receipt note for the buyer's carrier or to notify the seller direct in writing. If the buyer does not raise objections in immediate connection with the delivery, complaints/claims concerning shortages or damage in transit cannot be made at a later date.

**5.3 Quality control**

Before fitting the units the buyer is obliged to ensure that the goods delivered meet the contract terms generally. Failure to conduct quality control and/or failure to lodge complaints/queries will lead to the buyer losing his right to complain/query.

**6. CLAIMANT'S DEFAULT****6.1 Deferred delivery**

If the buyer's circumstances cause a deferment of delivery in relation to the agreed delivery date, the seller shall be entitled to issue his invoice as if delivery had been effected at the agreed time.

The risk of loss or damage to the goods shall pass to the buyer on the invoice date.

**6.2 Cost of storage**

In case of such deferred delivery the buyer undertakes to pay reasonable storage costs to the seller at a rate to be agreed between the parties.

**7 PAYMENT****7.1 Terms of payment**

The terms of payment will appear from the seller's offer/order confirmation. If the buyer does not meet the payment terms, interest shall be payable from the due date at the rate stipulated in the Danish late payment legislation, unless the offer/order confirmation stipulates a higher interest rate.

**7.2 Partial delivery**

If deliveries are to be staggered, the seller shall be entitled to withhold a delivery if the buyer has defaulted on payment of one or more previous deliveries.

**8. LIABILITY FOR DEFECTS****8.1 Inspection for defects**

The seller is not obliged to be present at the hand-over at the 12-months' inspection or at the five-year inspection for defects. The refusal of the seller to participate in the inspection cannot be construed as waiving any right to raise objections.

**8.2 Remedying defects**

If a delivery proves defective, the buyer may only invoke the following breach-of-contract conditions in the order stated.

a) The seller shall make good defects at no cost to the buyer.

b) If the defects cannot be made good, the seller shall supply replacement goods.

c) If the seller does not make good defects or supply replacement goods within reasonable time, the buyer may instead cancel the contract for that part of the delivery which is defective.

d) The buyer may in the above-mentioned instances additionally demand compensation under the Danish Sale of Goods Act always provided that the seller cannot be held responsible for operating losses, loss of profit or other indirect losses.

**8.3**

Without prejudice to the above the seller shall not be responsible for any loss due to external forces for which he is not responsible, for circumstances beyond his control including but not limited to war, fire, strikes, import restrictions, lockouts and unusual natural phenomena.

**8.4 Expiry of warranty**

Any warranty for defects in the delivery shall expire five years after hand-over of the building project which the delivery forms part of. For delivery to stock or for resale the warranty shall expire not later than six years after delivery to stock or for resale.

**8.5 Recourse**

If found proven that a claim against the original buyer concerning defects cannot be satisfied or only satisfied with great difficulty, subsequent buyers of the goods, including contractors and building owners, shall be entitled to make direct claims against the seller to the same extent as they would against the original buyer if the latter had a claim against the seller.

**8.6 Disputes**

Disputes concerning the above claims shall be heard by the Danish Court of Arbitration for the Building and Construction Industry, cf. point 11.

**9. LIABILITY FOR DELAY****9.1 Seller's liability**

The seller shall be liable for delay unless such delay is caused by interference in the work process by external forces for which he is not responsible, by circumstances beyond his control including but not limited to war, fire, strikes, import restrictions, lockouts and unusual natural phenomena.

**9.2 Compensation in case of delay**

If the seller is liable under the above rules, compensation shall be payable under the common compensation rules in Danish law always provided that the seller cannot be held responsible for operating losses, loss of profit or other indirect losses.

**9.3 Delivery date**

If the delivery date is exceeded substantially and the delay causes considerable inconvenience to the buyer, the buyer shall be entitled to request delivery from the seller in writing and at the same time stipulate a final delivery date. This date must be reasonable in view of the delay already occurred.

**9.4 Exceeding the delivery date**

If, hereafter, the seller omits to take all the necessary measures to ensure delivery by the then fixed date, the buyer shall be entitled to cancel the contract by written notice to the seller. However, the buyer cannot cancel the contract in cases where the delay is due to the circumstances mentioned in point 9.1.

**10. PRODUCT LIABILITY**

The seller shall be liable for product defects under the general rules of Danish law always provided that this liability does not comprise operating losses, loss of profit or other indirect losses.

**11. DISPUTES**

Submission of questions concerning the delivery for the opinion of experts appointed by the court must follow the rules of the General Conditions of 1992 for Works and Supplies in the Building and Construction Industry ("Almindelige Betingelser for Arbejder og Leverancer i Bygge- og Anlægsvirksomhed af 1992" (AB 92)), section 45.

Disputes between parties falling under AB 92, section 22, subsection 14, shall be settled in accordance with AB 92, section 46.



## **Common terms and conditions of sale (not applicable to sale to consumers)**

Disputes shall reach a final settlement at the Danish Court of Arbitration for the Building and Construction Industry, cf. the General Conditions for Works and Supplies in the Building and Construction Industry of 1992 (AB 92)), section 47.

Registered with the Danish Competition Authority, June 2002.

## 5-YEAR WARRANTY

As from 1 April 1997 the following warranty conditions shall apply to all members of VinduesIndustrien (The Association of Danish Window Manufacturers) who are all affiliated to DVC/ Dansk Vindues Certificering, the Danish window certification body.

The above warranty which has been filed with the Danish Competition Authority was last revised on 1 April 1997.

1. This warranty has been issued by the member of VinduesIndustrien mentioned below - hereafter referred to as the warrantor. This warranty shall not limit or modify in any respect your rights in contract and/or law against your supplier/contractor or against the warrantor.
2. If within five years from the date of delivery by the warrantor you report a defect in materials and/or workmanship, the warranty shall give you the rights against the warrantor listed in paragraph 3. The product is labelled with the date of manufacture. You may be required to document the delivery date.
3. If a justified claim concerning defects in materials and/or workmanship is made within the period mentioned in paragraph 2, the warrantor undertakes to supply a new product free of charge. However, under this warranty the warrantor shall not be liable for the cost of dismantling/removing the old product nor for installing the new product nor for any additional work in relation to replacing the product.

If the product is no longer in production at the time a claim is made, the warrantor shall be entitled to supply a similar product instead.

If defects in materials and/or workmanship can be remedied properly by repair/partial replacement, the warrantor may choose this option instead. The repair/partial replacement shall then follow free of charge.

4. This warranty shall not cover defects in the materials and/or workmanship of sealed glazing units. However, in such cases the warranty of the sealed glazing unit manufacturer shall apply; please refer to this.
5. This warranty does not give you rights over and beyond what is mentioned in paragraph 3.
6. If you wish to claim under the warranty for defects in materials and/or workmanship, the claim must be lodged within a reasonable time of detecting the defect or within which the defect should have been noticed. The claim can be lodged with the warrantor or with the contractor/supplier who supplied the product.
7. This warranty shall not apply if the claimed defects in materials and/or workmanship are due to incorrect fitting, lack of or inadequate maintenance or incorrect operation. Please refer to the warrantor's fitting, operating and maintenance instructions.

As regards timber windows/doors with a factory surface treatment please refer in particular to the maintenance instructions and the description "Expected outcome of industrially surface-treated timber elements" (Annex 14 of the Vinduesindustrien Technical Regulations).

If, exceptionally, you did not receive maintenance/operating instructions in connection with the delivery, you should request them direct from the warrantor.

8. Under this warranty, you cannot claim for defects in materials and/or workmanship caused by circumstances which have arisen after the product was supplied by the warrantor.

Defects in materials which may be attributed to, for example, incorrect storage, transport or fitting by a middleman/contractor cannot be claimed against the warrantor under this warranty.