# Terms of Sales and Delivery

## for Danalock International ApS (hereinafter called DL) applying from 9.12.2013



# Signing the agreement – quotation and order confirmation

All agreements entered with DL shall be subject to the conditions specified in these sales and delivery terms. DL's privacy policy for purchases shall apply.

The customer can rely only on the content of individual agreements and order confirmations and the information provided in connection with the order, including the prices accepted by the customer during the ordering procedure. Information in brochures, on the website, in price lists, advertisements, other offers etc. shall be irrelevant for assessment of the delivery.

A BINDING AGREEMENT SHALL NOT HAVE BEEN ENTERED INTO BETWEEN THE PARTIES UNTIL THE ORDER HAS BEEN ACCEPTED BY DL VIA A WRITTEN ORDER CONFIRMATION, POSSIBLY BY E-MAIL.

All agreements shall be entered into in Danish or English.

With the exception of rules on choice of law, the agreement shall be subject to Danish law, and disputes shall be decided in DL's jurisdiction.

#### Submission of orders

An order confirmation including a PI will subsequently be sent to the e-mail address given with the order.

A BINDING AGREEMENT HAS NOT BEEN ENTERED INTO BY DL UNTIL THE ORDER CONFIRMATION HAS BEEN SENT. DL CAN THEREFORE CANCEL THE ORDER UNTIL THE ORDER HAS BEEN FULLY PAID.

Filing of agreements entered into
The customer shall be responsible for filing agreements which have been entered into, and the customer is urged to save all documentation, including order confirmations, invoices etc. DL cannot guarantee that the documentation can be regenerated and resent.

## **Prices**

Unless otherwise agreed, all prices are in EUR EXW (Incoterms). DL advises postage rates/transport costs on payment before the purchase is finalised and implemented. These costs are thus not included in the product's price.

Prices do not include installation or set up.

#### Reservation

NO RESPONSIBILITY CAN BE ACCEPTED FOR PRICE CHANGES, PROOFREADING ERRORS OR INCORRECT PRICES ADVISED IN CONNECTION WITH THE ORDER AND OTHER CIRCUMSTANCES WHICH COULD RESULT IN INCORRECTLY ADVISED PRICES OR FOR A PRODUCT BEING SOLD OUT AND THUS UNAVAILABLE FOR DELIVERY. DL SHALL BE ENTITLED IN SUCH EVENT TO CANCEL A GIVEN ORDER.

#### **Payment**

Unless otherwise agreed, payment for goods ordered shall be TT/In Advance. Payment details shall be entered when the order is given and paid.

## Delivery and delivery time

DL dispatches orders as quickly as possible. Delivery times for products are normally between 3-8 weeks. When the goods have been dispatched from our warehouse, an e- mail is sent with invoice and track & trace number from PostNord or other carrier used for all national dispatches unless otherwise separately agreed. GLS, UPS or other carrier is used for despatches to other EU countries and GLS, UPS or other carrier is used for international dispatches.

The expected delivery date for goods on back order will be advised to the e-mail address specified when the order was submitted.

Dispatches are at the buyer's expense and risk.

## Warranty, defects and complaints

All Danalock products come with a 12 (twelve) months warranty from date of delivery. Customer shall inspect the Products upon reception in accordance with the general rules in Danish law. Any complaints which are or should have been discovered by such inspection shall be reported to DL immediately. Otherwise DL may reject the complaint.

However, complaints set forward later than 12 (twelve) months after delivery will not be accepted. This constitutes the definite deadline for raising a complaint, and the Danish Act on purchase of goods is thus deviated from.

Remedy of defects shall take place within reasonable time. DL may choose to remedy such defects by replacing the faulty Product or reimbursement of payments already made, subject to return of the faulty Product in the same condition as it was received. If DL fails to remedy the defects in accordance with this point, customer may cancel the order, in which case the latter on reimbursement applies. This point shall be the sole remedy of customer in case of defects in the Products.

RMAs shall be collected and sent back to DL once every quarter. The RMAs will be examined by DL. Mechanical or other manufacturing related RMAs will be swapped on a 1:1 basis, meaning resellable goods will be returned ASAP after receipt of RMAs and examination. If the RMA can not be proven to be due to a manufacturing failure, DL will reject the RMA and send it back. Complaints can be sent to DL at the address:

Danalock Internatioanl ApS Gammel Stillingvej 427 C 8462 Harlev J, Denmark

Complaints can also be sent: by e-mail to: support@danalock.com or telephoned to +45 4242 8122. The invoiced Costumer is obligated to uphold 1st level support, whereas DL will handle 2nd level support, weekdays between 9-15 CET.

DL does not pay the costs of returning and resending defective goods.

## Liability

DL is liable for injuries to persons and damage to objects in accordance with the relevant provisions of the Product Liability Act, but assumes no further liability than that specified in the Act. All unwritten product liability developed under case law is thus expressly denied.

The customer is responsible for correct installation and setting up. Power failure, loss of internet connection, failure of technical equipment supplied by others than DL, e.g. smartphones, or of other products or services which have not been supplied by DL but which are needed to use DL's product, shall also be at the customer's own risk.

The customer shall also be responsible for use of the product and all consequences thereof, including correct use for its intended purpose.

No liability for indirect losses or consequential damage may be imposed on DL.

DL's liability in damages is limited under all circumstances to DKK 25,000 per event. An event which triggers a series of events shall be deemed to be one event only. Terms of use accepted in connection with the activation shall also apply to use of the web application and the mobile app.

## Intellectual property

No IP is transferred with this deal. Contact and corporate details DL's full corporate name, address and contact information is:

Danalock International ApS Gammel Stillingvej 427 C 8462 Harlev J, Denmark. Company reg. no. DK 32297714. Phone +45 4242 8122 e-mail: sales@danalock.com

#### Severability

If any of these terms should be declared void or overruled on grounds of disagreement with legislation or other invalidity such that they cannot be enforced, there shall be no effect on the validity and application of the remaining terms, which shall be interpreted in accordance with the object of the inactive terms.