

## TERMS AND CONDITIONS

### 1. Sales and Delivery Terms

All sales and delivery terms apply to any product or service purchased from Danoffice IT, unless otherwise agreed in writing.

### 2. Prices

Unless otherwise agreed in writing, all prices are fixed and do not include taxes or customs duties.

Unless otherwise confirmed by Danoffice IT, all prices are valid for thirty (30) days from date of quotation.

### 3. Payment

Payment must be made to Danoffice IT per agreed terms. In case of delays in payment, Danoffice IT is entitled to charge 2% interest per month on all unpaid amounts.

Payment should only be made in the currency stated in the invoice.

Ownership of the products will remain in full ownership of Danoffice IT until full payment has been received in our account.

### 4. Delivery

Place of delivery and charges for delivery per agreed Incoterms 2020. Risk under transport and ownership of goods will be in accordance with Incoterms 2020.

Danoffice IT will make its best efforts to meet the estimated time of arrival but cannot be held responsible for any delays beyond our control. All orders are accepted subject to force majeure such as strike, lock-out, war, unrest, fire, import or export bans, transport problems, general scarcity of goods or other circumstances beyond our control, including delayed or defective deliveries from our suppliers due to the above-mentioned circumstances.

### 5. Export Compliance

Danoffice IT is an ethical company committed to comply with all export control regulation in EU, USA and abroad. Danoffice IT technologies, products, and services may be subject to export control according to dual use-regulation and the sale and/or export may therefore be subject to export restrictions and license requirements. Stated date of delivery may be delayed depending on processing time with the relevant authorities. Danoffice IT assumes no liability for any delay caused by such license requirements.

## **6. Inspection and Complaints**

Examine the goods immediately upon receipt. In the event of apparent damage or shortage make a reservation on the consignment-/delivery note stating the nature and cause of loss or damage.

The reservation is to be followed up by a written claim to Danoffice IT within 3 days of delivery.

In case of faults or defects to the product(s), within 14 days Danoffice IT requires a written notice clearly describing how the products do not conform to the specifications. If Danoffice IT does not receive a written notice within the designated period, the purchaser has irrevocably accepted the products.

If any product(s) do not confirm to the specifications Danoffice IT can chose to repair or replace the goods.

## **7. Cancellation**

After placement of written PO and after following receipt of Order Confirmation, it is not possible to cancel an order.

## **8. Immaterial Rights**

All products are delivered in conformity with third party suppliers' copyrights and all other immaterial rights. Danoffice IT cannot be held responsible for the purchaser's violation of these rights.

## **9. Limitation of Liability**

To the extent Danoffice IT is held legally liable to the purchaser, Danoffice IT liability is limited to the total price of the products stated in the invoice.

The liability of Danoffice IT to the purchaser, if any, is limited to direct damages. In no event will Danoffice IT be liable for incidental, consequential or other indirect damages, including downtime costs or lost profits.

Danoffice IT shall not be held responsible for any lack in performance due to unforeseen circumstances or to causes beyond Danoffice IT reasonable control such as, but not limited to, fire, flooding, war, riot, embargoes, acts of civil or military authorities, accidents, strikes, shortages of transportation facilities, fuel, energy, labour or lack of raw materials.

In the event of a legal dispute concerning the trade the case is to be presented to and handled by The Maritime and Commercial High Court in Copenhagen.

## **10. Warranty**

Products are sold with manufacturer's warranty unless otherwise stated.