

General terms and conditions for MultiMarketing A/S

Last updated on July 02, 2019

General information

Legal name - Multimarketing A/S
Organisation form - Limited company
Company reg. no. 40619887

MultiMarketing A/S
Gejlhavegaard 7
DK-6000 Kolding
E-mail address - info@multimarketing.dk
Phone Number - 70 25 25 18

Bank: Spar Nord
Reg. no.: 9277
Account no.: 1910068209
SWIFT: SPNODK22
IBAN: DK9892771910068209

Application and validity

All deliveries are made in accordance with the following terms and conditions unless these are expressly dispensed with in writing. This also applies to companies under Multimarketing A/S.

Quote/Order

Agreement between buyer and seller is only considered concluded when the seller has sent an order confirmation. Any objections against the contents of the order confirmation must be made in writing and be received by the seller no later than two business days from the date of the order confirmation, unless 48-hour delivery was chosen, in which case there is no option of objecting. The seller is entitled to change the materials and design of the offered goods at any time, if the goods continue to meet the usual standards and specifications.

Prices

According to the current price list. Seller's prices are exclusive of the VAT rates in force at the time in question, other taxes, duties, fees, deposits and, as a rule, exclusive of shipping. Seller reserves the right to change the price in case of extraordinary price increases, strikes, lockouts and other circumstances which are beyond the seller's control.

Payment

Unless otherwise agreed, the purchase price is due for payment no later than 8 days from the invoice date. The Seller reserves the right to change the agreed terms of payment, should the buyer's solvency be weakened after conclusion of the agreement. Should the buyer not pay the purchase price in due time, the seller may add interest of 2% per month or part thereof. A reminder fee of DKK 100.00 will be charged.



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Delivery times

Delivery times are approximate and not binding, unless otherwise agreed and confirmed in writing by the seller. Other items' delivery time can be seen on the order confirmation. Primarily, carriers are used for delivery, and various companies may be used for delivery. Delivery rates vary based on the buyer's postal code. There may be changes to the above fees. If delivery is to be made without deposit, this must appear from the order. The invoice must state that the product is to be used abroad. Should you want delivery without deposit, taxes and VAT, we need evidence that the customer has a duty-free warehouse to which the goods are delivered. Environmental contribution payments are invoiced For failure to return pallets, pallet collection is debited

Right of cancellation

The customer has no right of cancellation, as special items are produced in accordance with the buyer's needs. For standard products, there is an 8-day right of cancellation. The following product types are excluded from the right of cancellation:

- Delivery of goods manufactured according to customer specifications or clearly personalised,
- Delivery of goods likely to deteriorate or expire rapidly,

Defects and duty to inspect

Upon receiving the goods, the buyer is obliged to carry out the necessary inspections to ascertain any defects within 3 days after delivery, and immediately notify Multimarketing A/S. A lack of indication on consignment note of visible transport damage or missing packages or the like results in the loss of the customer's remedies.

Complaints

The buyer must directly notify the seller of defects in writing with no undue delay, as soon as the defect is, or should have been, discovered, and no later than 3 days after delivery. This also applies to complaints over quantity differences. If the buyer does not notify the seller about the defect within the deadlines, the buyer loses the right to make any claim on account of the defect. In case of a complaint, the buyer is not entitled to dispose of the delivery or return it to the seller without the seller's written approval. If the buyer has complained about the goods and no defect turns out to exist for which the seller is responsible, the seller is entitled to compensation for the work and the cost the complaint has incurred for the seller.

Liability

The seller's liability for defects is limited to re-delivery or repair. The seller shall have no liability for defects beyond those specified in this section. This applies to any loss the defect might cause, including consequential loss, loss of earnings or other indirect losses. In case of shipping being exceeded by more than 7 days, the customer has the right to cancel the purchase. The customer is responsible for all aspects of the assigned unloading place being legal and sound.



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Product liability

The risk passes to the customer when the goods are delivered to the buyer. Nor is the seller liable for damage to real or personal property occurring while the goods are in the possession of the buyer. In general, the seller is only liable for damage to real and personal property, should it be proven that the damage was caused by errors or omissions on the part of the seller or others, for whom he is responsible. The seller is not responsible for consequential losses, loss of profit or indirect losses. Furthermore, the seller's liability may not exceed the purchase price of the goods or DKK 50,000.00, just as the seller is only responsible for 6 months from the transfer of the goods. To the extent that the seller incurs product liability to third parties, the buyer is obliged to indemnify the seller to the same extent as the seller's liability is limited under this provision. These limitations to the seller's liability shall not apply if he has been guilty of gross negligence. In case of personal injury caused by the goods, and in case of damage to property which, by its nature, is intended for non-commercial use, the seller is liable in accordance with the Product Liability Act. Should a third party make a claim of liability against one of the parties with reference to this provision, this party must immediately notify the other party.

Choice of law and venue

Any disagreement or dispute between the parties and on the understanding of the scope of these terms and conditions is settled by the supplier's venue under Danish law.

Force majeure - exemption from liability

Delivery times are postponed without liability for us, should timely delivery be prevented or delayed by circumstances beyond our control, including but not limited to: strikes, lockouts, labour disputes, fires, war, currency restrictions, transport accidents or a lack of means of transport, general shortages of goods, defects or delays in deliveries from subcontractors.

