

GENERAL CONDITIONS
NNZ Denmark ApS

1. The Purchaser has an obligation to inspect the goods carefully (or have them inspected carefully) immediately after they arrive at the place of destination or after the Purchaser, or a third party acting under its instructions, has taken receipt of the goods, whichever is the sooner. Any complaints about damaged or faulty goods attributable to material deficiencies or manufacturing faults, as well as differences in quantity, weight, composition or quality between the goods delivered and the description given on the order confirmation and/or invoice, must be made in writing to the Seller within eight days of the time when the goods were to have been inspected, cf. above. All rights to make a complaint shall lapse if the complaint is not made within this period, or if all or more than 20% of the goods have been taken into use. Furthermore, the Purchaser does not have the right to sort out the used goods that are the subject of the complaint without obtaining prior written permission from the Seller.
2. If a complaint is made on time and as stipulated, the Seller has the choice of whether to pay fair compensation, which shall in all cases be limited to the invoice value of the delivered goods, or to replace the delivered goods free of charge with a batch that meets the agreed properties, or a combination of both options. The Seller only has to supply a replacement batch or pay compensation, provided the batch rejected by the Purchaser has been returned to the Seller.
3. Regardless of the cause and also if liability has arisen in one and the same event (where a series of connected events are seen as one event), the Seller's liability towards the Purchaser is limited to the invoice value of the delivered goods (excluding VAT).
In any event, the Seller shall only be liable for the Purchaser's direct losses and shall thus never be liable for the Purchaser's operating loss, loss of profit, loss of goodwill or any other indirect loss incurred by the Purchaser.
4. In relation to the Seller's attachment of a code to packaging, including the EAN, the Seller does not accept any liability whatsoever with respect to the usefulness of the code or the consequences of the appropriate equipment not being able to read the code, or read it correctly.
5. The risk for any loss to, or caused by, the goods sold shall pass to the Purchaser immediately upon the sale, unless otherwise expressly agreed.
6. The Purchaser shall not be entitled to any compensation if the goods are delivered late. If the originally agreed time of delivery is exceeded, the Purchaser shall immediately make a written complaint to the Seller. If, having received this complaint, the Seller makes delivery of the ordered goods within three weeks of the originally agreed time of delivery, the Purchaser shall also not be entitled to cancel or terminate the agreement and shall thus be obliged to take delivery of the goods and pay for them.
7. Payments shall be made in the currency stated on the Seller's invoice. The Seller reserves the right of ownership of the items sold until such time as payment in full in accordance with the invoice has been made.
8. Delivery under all agreements made between the parties shall be made in accordance with the Inco terms, cf. the most recent version from ICC in Paris, unless otherwise specifically agreed. In the case of disagreement between the Inco terms and these General Conditions, the latter shall prevail.
9. All disputes arising out of the agreement(s) or these General Conditions shall be subject to adjudication by the Danish courts with Odense City Court as the court of first instance. Danish law shall apply.