

DANSANI A/S - Terms and Conditions of Trade

1. General

- 1.1 These terms and conditions are incorporated into all contracts for the supply of goods and services ("Goods") by Dansani A/S ("the Supplier") other than contracts specified in paragraph 1.2. They supersede any previously issued Terms and Conditions of Supply.
- 1.2 Where there is a separate written agreement, which has been signed by an authorised representative of the Supplier, the terms of that agreement will prevail over these terms and conditions. Nothing in these terms affects your statutory rights as a consumer.
- 1.3 These terms and conditions will be interpreted in accordance with the Laws of United Kingdom and the Republic of Ireland

2. Product and price information

- 2.1 Information contained in brochures, pricelists and other published material concerning products will only be binding on the parties to the extent they form part of their written agreement.
- 2.2 Drawings and sketches in whatever form are not binding on the parties in detail and the Supplier reserves the right to make construction alterations or changes. Brochures, prices and other charges are subject to change without notice. All prices are subject to VAT at the applicable rate. Errors and omissions may be corrected and all products are advertised subject to availability.
- 2.3 Before use or resale it is the responsibility of the Purchaser to ensure that any of the Supplier's products purchased comply with any legislation or regulations governing the importation of the goods in the country of destination and for the payment of any duties due.

3. Quotations and orders

- 3.1 All quotations are valid for 8 days unless agreed otherwise.
- 3.2 Verbal quotations are subject to written confirmation
- 3.3 For orders of smaller or larger quantities than stated in the quotation The Supplier reserves the right to change prices and delivery terms.
- 3.4 Sales and delivery agreements are only valid after written order confirmation from the Supplier.
- 3.5 In the event of discrepancy between order confirmation and Purchaser's order, it is the responsibility of the Purchaser to draw the matter to the attention of the Supplier immediately. Failing this, the terms of the order confirmation will be binding on the parties.
- 3.6 Quotations, pro forma invoices and relevant correspondence are not binding without a written order confirmation.
- 3.7 Though order confirmation is final and binding, it is still possible to make changes to an order on payment of 20% of the product price. However, special orders cannot be changed.
- 3.8 In the event of cancellation of orders, the Supplier reserves the right to charge a fee of 20% to cover costs arising from the cancellation. However, special orders cannot be changed.

4. Delivery

- 4.1 "Incoterms 2020" of the International Chamber of Commerce, which are in force at the time of the date of the contract, shall apply. The Incoterms are treated as amended by these terms (read as a whole) to the extent they are inconsistent with them.
- 4.2 Delivery times are estimated times only. The Supplier has no liability for whatever reason for any loss of trade or profit to the customer as a result of delay in delivery or delivery of incorrect or faulty goods. The Supplier is entitled to delay delivery up to 30 days without giving the Purchaser any right of cancellation of the order or orders.
- 4.3 Any part delivery is regarded as a separate order and subject to its own payment conditions.
- 4.4 The Purchaser is responsible for ensuring that the point of delivery is accessible for any delivery vehicle and for immediate unloading and checking of the delivered order.
- 4.5 The Purchaser can not under any circumstances make claims for compensation on the grounds of delayed delivery.

5. Prices, taxes and duties

- 5.1 All prices are as stated in the Suppliers current price lists or as per order confirmation. Prices are inclusive of VAT appropriate to country for which the price list has been prepared. Unless agreed otherwise a separate delivery charge will be made for deliveries below carriage paid order value.
- 5.2 Unless otherwise agreed in writing prices at day of order will be used.
- 5.3 Unless otherwise agreed in writing, it is the Purchasers responsibility to pay all taxes, fees and other charges due on importation and all possible charges relating to the approval of the goods.
- 5.4 The Supplier reserves the right to amend any prices until a valid order confirmation has been issued.

6. Payment terms

- 6.1 Unless otherwise agreed in writing by the Supplier all invoices are payable by the date stated on the invoice. The Supplier has the right to demand payment in cash or the provision of adequate security for payment.
- 6.2 Even if the Purchaser refuses to accept the goods at prearranged time, he is required to make payment in accordance with delivery terms.

- 6.3 In case of delayed payment the Supplier reserves the right to charge monthly interest at 2% of purchase price as well as withholding further orders until all due payments have been made.
- 6.4 The Purchaser has no rights to deduct costs relating to any possible claims against the Supplier unless this has been approved in advance by the Supplier. Neither will complaints entitle the Purchaser to withhold payment for deliveries made. Furthermore, the Purchaser is only entitled to withhold proportional payment in respect of a missing part delivery.

7. Title

Until the Purchaser pays all debts owed all goods supplied by the Supplier remain their property. For consumers s.18 of the Sale of Goods Act 1979 applies.

8. Return of goods

- 8.1 Return of goods will only be accepted after prior agreement with Dansani A/S where a return number will be given.
- 8.2 Unless otherwise agreed in writing, refunds will only be given where the returned goods are in a condition for resale and in original unopened packaging.
- 8.3 Unless otherwise agreed in writing, all costs and charges relating to the return of the goods are the responsibility of the Purchaser.
- 8.4 The Supplier reserves the right to levy a minimum restocking charge of 20% of the invoiced amount as well as levy the freight charges which Dansani A/S may receive.
- 8.5 Bespoke as well as manufactured to order goods are non-returnable.
- 8.6 Wrongly ordered standard goods can be returned within 60 working days from invoice date.
- 8.7 The return shipment should be made within 30 working days after the issue of the return number, after this period the right of return no longer applies.
- 8.8 Goods, which are not in our current sales material, are non-returnable.
- 8.9 Goods with a purchase price less than £18 or € 20 ex. VAT are non-returnable.

9. Acceptance of goods on delivery & right of return.

- 9.1 It is the Purchaser's responsibility to inspect the goods immediately after receipt.
- 9.2 If the Purchaser intends to plead faulty or insufficient delivery under the paragraph 9.1 above, the complaint must be advised to the Supplier within 7 days of delivery, failing which, the complaint will be deemed invalid.
- 9.3 It is the Purchaser's responsibility to advise Dansani immediately of any faults or defects discovered during the warranty period irrespective of the length of that period. Failing to notify promptly gives Dansani the right to reject any claim.
- 9.4 Claims for transport damages will only approved if reservations upon receipt of the goods have been noted on the consignment note. Please notify/email Dansani as soon as possible with details of the suspected freight damage.
- 9.5 Dansani offers a 10-year product guarantee against defects in manufacture. For towel-driers the guarantee is 5 years*. Warranties given in respect of specific products cover normal domestic use only. If any fault or defect is discovered during the warranty period arising from incorrect or inappropriate use, incorrect installation, or normal wear & tear, Dansani reserves the right to reject the claim and to invoice the Purchaser for any costs or charges incurred relating to the claim.
- 9.6 Upon returning wrongly supplied goods, the products and packaging must appear intact and in mint condition. Goods must be returned in original packaging
- 9.7 No claims will be considered by Dansani where the goods purchased have been altered or modified in any way whatsoever or where they have been incorporated in the Purchaser's own products.
- 9.8 Invoices for any direct net costs which the Purchaser consider reimbursable by Dansani, will only be accepted by prior written agreement.
- 9.9 Apart from the above, the Purchaser has no other right to compensation and Dansani is not responsible under any circumstances whatsoever for indirect cost or loss of profit.

10. Personal data

- 10.1 The General Data Protection Regulation (GDPR) is valid in the trade between Dansani and customers and suppliers.
- 10.2 Dansani receives person referable data from our customers which are necessary for compliance of the sales; i.e. both for shipments directly sent to end-users but also in connection with claims and other communication concerning specific orders.
- 10.3 That means that Dansani receives information as name, address, e-mail, phone number, order number and specific delivery requests from the end-user.
- 10.4 To be able to deliver to the end-user it is necessary to pass the same information along to our freight company.
- 10.5 Our customers themselves are processors for the information passed to Dansani for which reason a processor agreement will not be entered.
- 10.6 Information passed along to Dansani will only be used in the current delivery or claim. Dansani does not use the information for other reasons, e.g. (but not limited to) advertisement and further communication with the customer.

- Dansani does not pass information to persons of no relevance. The employees at Dansani are instructed herein.
- 10.7 In a similar way, the employees at Dansani are informed that, in trade, person referable information about them are exchanged with Dansani's customers, suppliers and partners.

11. Intellectual property rights

- 11.1 All documents, whether technical or otherwise, passed to the Purchaser, remain the property of the Supplier. No transmission or copy to third party, whether in electronic form or otherwise, is permitted. Non-compliance gives the Supplier the right to compensation for all costs incurred including loss of profit.

12. Suppliers liability

- 12.1 Product liability is determined by the laws and regulations of the Purchaser's country. Any liability not regulated by law but only by custom is therefore not accepted by the Supplier.
- 12.2 The Supplier will not under any circumstances whatsoever be responsible for any loss of profits, indirect costs or consequential loss.
- 12.3 The Supplier is only responsible for any damage proven to arise from errors or omissions by the Supplier or its employees; the Supplier is not responsible for any misunderstandings of written instructions issued.
- 12.4 To the extent that product liability is imposed on the Supplier to third parties, the Purchaser is responsible to indemnify the Supplier for any responsibility extending beyond the above limitations.

13. Force majeure

The following circumstances will cancel any obligations by either party when occurring after agreement and preventing completion thereof or making completion unreasonably onerous: Strikes and other industrial disputes, fire, war, terror, military call-up, epidemics, natural disasters, requisitioning or confiscation, riots and rebellions, imposed transport restrictions or lack of transport, currency restrictions, general shortage of goods, interventions from state or EU authorities as well as incomplete deliveries and delays from suppliers arising from circumstances described above.

14. Law and jurisdiction

All disputes or disagreements between the parties which cannot be settled through negotiations shall be settled in accordance with UK/IE law in a UK/IE court.

*Our extended product warranty applies for products purchased after 1/1-2021. For products purchased earlier, a product warranty of 5 years applies.