

General sales and delivery terms for Baron Danmark A/S

Field of application

Unless otherwise agreed, the present terms of sale and delivery are valid for any sale from Baron Danmark A/S CVR No. DK29636842 (hereinafter called Baron), regardless of the opposite or different provisions of the order or acceptance given by the buyer.

Offer and acceptance

Offers, both oral and written, will be annulled if agreed acceptance from the buyer is not in the hands of Baron within 10 business days from the date of the offer unless otherwise stated in the offer. Only orders for which there is a written order confirmation (acceptance) from Baron's side are binding for Baron and only on the terms contained in the order confirmation. Other agreements between Baron and third parties are binding only when they are confirmed in writing by Baron.

Prices

All sale is according to the price shown in the order confirmation/offer. The price may be increased by Baron in case of price changes from Baron's suppliers until the date of Baron's settlement to the suppliers concerned. In addition, the price may be increased if the daily price on the day of delivery has changed and the price may be increased in case of other similar price increases occurring after the order confirmation/offer, but before the invoice date, such as price increase on material prices from Baron's subcontractors, changes in public taxes, price changes, wage changes and other. All quoted prices are without delivery unless otherwise agreed.

Delivery

Delivery will be Ex Works unless otherwise agreed in writing. The risk of the goods is transferred to the buyer, upon delivery of the goods to the carrier. The buyer arranges transport himself unless otherwise agreed in writing. Delivery times are unless otherwise agreed in writing, given by Baron. Baron must promptly inform the buyer if delivery cannot be made at the specified time.

Delay

In case of delay in delivery due to delays or delivery difficulties from Baron's subcontractors, regardless of the cause or Force Majeure, any agreed delivery time will be extended by the number of days the barrier for delivery has been present. If the delivery barrier lasts more than 3 months, Baron and the buyer are entitled to cancel the trade, in which case neither party may claim compensation against the other party. Baron is only liable for delay if Baron has acted grossly negligently in this regard.

Payment and property

The invoiced amount must be paid by the buyer within 8 days after the expiration of the payment deadline, then the interest rate is calculated at 2% per. commenced month. Buyer cannot withhold payment due to complaint or counterclaim regarding the delivered. The sold items will remain Baron's property until the full purchase price with any interest and costs, including shipping requirements, is fully paid.

Complaints and deficiencies

The buyer must immediately after receipt check the goods at the delivery address. If the buyer will rely on defects in the delivery, the buyer must, immediately and within 8 days after the defect, is or should have been discovered, inform Baron in writing and state the defect. If the buyer has discovered or should have discovered the defect and he does not advertise as stated, he cannot make the defect later. In addition, the provisions of the Danish Sale of Goods Act concerning the claim are applicable. After Baron's choice, the missing items will be re-delivered, or the sold will be handed over. If the delivery relates to goods of the same kind, re-delivery or replacement will only occur in respect of such parts of the delivery as the buyer is found to be defective.

Limitation of Liability

Any claim for damages against Baron cannot exceed the invoice amount of the item sold. Baron is not liable for operating loss, loss of profits, or other indirect financial loss in connection with the agreement, including such losses arising from delays or defects in the sale, or circumstances caused by Force Majeure. Baron is obliged to notify the buyer in writing without notice, in cases of Force Majeure circumstances as mentioned above.

Product liability

Baron's product liability is deprived as much as possible, so Baron can only be liable for product liability, where this is due to applicable mandatory legislation. Baron's liability to the buyer can never exceed DKK 100,000 in a single case. In one case of damage, all damage caused by the same mistake or negligence shall be understood to mean any damage. The limitations mentioned in Baron's liability do not apply if Baron has been guilty of gross negligence. Baron is not liable for operating loss, loss of profits, or other indirect financial loss. The buyer shall indemnify Baron insofar as Baron is liable to product liability against third parties.

Marketing material

All information listed in directories, ads, image material, and the likewise is approximate. Such information is binding only in so far as it is expressly stated in Baron's order confirmation or other written agreement.

Instructions

The buyer accepts and is obliged to follow the instructions, etc. as stated on our homepage www.baronmixer.com concerning costs, fees, assembly, and maintenance, among other things

Returns and packaging

Ordered and delivered items cannot be returned. If Baron nevertheless chooses to return a delivered item, this must be stated with the invoice number and date. Return must be made FRANKO. Stocked goods returned by agreement are credited with deductions of min. 15%. Stocked goods are credited only upon return in original and undamaged packaging. Specially manufactured or especially recycled goods are not returned. Items that have been used are not returned.

Disputes

All discrepancies regarding deliveries from Baron are decided by Baron's venue and under Danish law.