



General Terms and Conditions

§ 1 Terms of Payment

The payment (net price plus legal value added tax) will have to be payment in advance. As minimum half of the invoice amount to be paid on the date of ordering, the rest to be paid latest before dispatch.

§ 2 Delivery

1. If no delivery dates, but a delivery time has been agreed, it will start on the day when the order confirmation is dispatched; it will terminate on the day when the goods leave the factory or are stored as their dispatch has become impossible.
2. If the orderer demands changes in the order after the order confirmation which will influence the manufacturing time, a new delivery time will start when those changes have been confirmed.
3. In the case of Acts of God or other unforeseeable, extraordinary events incurred through no fault - such as war, difficulties in procuring materials, operating troubles, etc. - a new delivery date will be agreed by the contracting partners, even if such events occur at any subcontractors.
4. In case the supplier has delayed the services to be rendered by him, or cannot render the services due to his own fault, the orderer will be only entitled to claim for damages regarding the loss of profits, if the damage has been caused by the supplier in a voluntary or very negligent way.

§ 3 Transfer of risks

1. The dispatch will be made at the orderer's risk and account. The risk will be transferred to the orderer, when the consignment has been handed over to the carrier. If the dispatch is delayed by the orderer, the risk will be transferred to him when it is notified that the goods are ready for dispatch.
2. The supplier will be entitled to choose the way of dispatch and means of transport at his own discretion, unless otherwise agreed.
3. Transport insurances will only be executed by the supplier on the orderer's explicit instructions and at the latter's charge.

§ 4 Notices of defects

1. Notices because of obvious defects will be given immediately, but at the latest within a fixed term of 2 weeks from receipt of the goods. The supplier will have the opportunity to check the defects on the spot. Non-obvious defects which have not been immediately discovered, despite the immediate and careful check of the contractual object, will only be enforced against the supplier, if the supplier receives the notice of defect within 6 months from the date of acceptance.
2. Defects of a part of the supplied goods will not give the right to complain about the whole delivery, unless the rest of the delivery is useless to the orderer.
3. First the supplier will be entitled to repair or replace the delivery. In case of the delayed, nonexecuted, impossible or unsuccessful repair or replacement delivery, the orderer will be entitled to withdraw from the contract and to claim a reduction in settlement.
A further guarantee and liability for damages, in particular because of faulty repairs, delayed or incorrect fulfillment of the repair obligations, as well as subsequent damages because of the defect (e.g. useless series or partial series) will be excluded, unless the supplier has acted wilfully or very negligently.
4. The supplier will be only liable for defects in the processed material, inasmuch as those defects of the materials would have been recognizable prior to their use, if they were adequately checked.
5. Tolerances in the size, quality, material, weight, and further execution due to technical reasons will give no right to complaints on the part of the orderer.

§ 5 Arbitration

All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules.

§ 6 Miscellaneous

The legal relations between the orderer and the supplier will be subject to Danish Law.

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