



ISODAN ApS terms of delivery

Unless otherwise agreed or indicated below, the ordinary common Nordic sales and Delivery terms as specified in the NL92 (copy available [www. Isodan.dk](http://www.isodan.dk)) are valid.

1: Scope and Use

The following terms and conditions apply to all offers, sales and deliveries from ISODAN ApS, unless otherwise agreed in separate writing.

2: Prices All prices are in DKK excl. VAT

All prices are in DKK excl. VAT, duties or taxes. If the sale is agreed in foreign currency ISODAN ApS reserves the right to price changes resulting from changes in exchange rates.

3: Payment

Payment must be made due to specified conditions as stated in the invoice. After due date default interest is calculated by 1,5 % per month as well as compound interest. In addition, an advance fee of DKK 150,00 is charged.

The buyer is not entitled to offset the purchase price unless the counterclaim is acknowledged by ISODAN ApS in writing. If ISODAN ApS does not expect the buyer to be able to pay according to ISODAN ApS terms of payment ISODAN ApS is entitled to require security for the price.

4: Reservation of title

Goods sold remain the property of ISODAN ApS until the entire order is paid.

5. Delivery

Delivery is Ex. works Holeby, unless otherwise agreed in writing. Packaging such as pallets and pallet collars are debited each shipment. ISODAN ApS does not accept return of pallets and pallet collars. If delivery is not done within the agreed delivery time and the buyer was not informed of delivery delays, the purchaser is entitled to agreed penalty under the rules of NL92. For customized products ISODAN ApS reserves the right to supply the ordered quantity +/- 10%

6: Deficiencies

By deficiencies the buyer must within 8 days after receiving the goods send written claim to ISODAN ApS. The buyer loses the right to rely on defects in the sold, if complaint has not taken place within 12 months after deployment, maximum 18 months after delivery. ISODAN ApS shall not be liable for losses, lost profits or other consequential financial loss occurred at the buyer or third parties arising out of the deficiency.



7: Product Liability

ISODAN ApS is not responsible for buyer's use of the sold goods. ISODAN ApS shall not be liable for losses, profits or other economic consequences occurred at the buyer or third parties arising out of defects in the goods sold. ISODAN ApS is alone giving advice regarding use of the product(s) sold and disclaims advisory responsibilities in relation to choice of application and the component's impact of a potential comprehensive machinery. A claim or demand for proportional refusal to ISODAN ApS cannot exceed the invoiced amount of the sold object.

8: Returning

Goods sold by ISODAN ApS can only be returned after prior written agreement and after assignment of return order number. If goods are returned without an assigned return order number, the goods are returned to the customer at his expenses. Returned goods must be free of damage, must be unused and packaging must be intact. Only products that are not customized can be returned. For any returned goods there will be calculated a fee of min. 15 % of the invoiced price or minimum DKK 150,00 per returned product line. Products that cannot be reused will not be deducted. Credit note with a value of less than DKK 300,00 will not be issued. Customized products and products no longer in stock are not returnable.

9: Documents

All information and data in ISODAN ApS general sales materials, either in writing or electronically on www.isodan.dk including drawings, product descriptions and objectives, may not directly or indirectly be deemed to contain guarantees and are binding only to the extent that the written agreement expressly refers to them. ISODAN ApS is not responsible for errors in data from suppliers and ISODAN ApS own documentation.

10: Force majeure

ISODAN ApS shall not be liable for delay or failure to fulfil agreement reached as a result of force majeure. Including war, insurrection, strike, lockout, blockade, export or import bans, confiscation, currency restrictions, fire, vandalism, natural disaster, a general scarcity of goods or other things, that ISODAN ApS has not been able to avoid and whose consequences ISODAN ApS has been unable to avert. Both parties may terminate an agreement in writing where compliance has been impossible for more than 2 months due to force majeure.

11. Applicable law and jurisdiction

Any dispute that arise from these terms of sales and delivery shall be decided in a Danish court and the law court in Nykoebing Fl. as venue.