

General Terms and Conditions for Corporation

The following general terms and conditions apply to all transactions with bySommer ApS. Deviations from the general conditions must be made in writing and included in a supplement thereto. Prior to trading, the buyer must fill in a customer data sheet where the buyer specifies his master data and company information. The buyer, through his signature, declares the authenticity of details of his business. The buyer furthermore commits to keeping bySommer ApS informed of any changes in the conditions stated. bySommer ApS credit insurers all buyers based on the buyer's information. Based on the credit insurance, a standard credit is given on the trade. If the credit insurance is revoked by the credit insurance agency, bySommer ApS is entitled to change the credit period without notice at the relevant buyer. In this case, the buyer will be contacted by bySommer ApS to clarify a long-term solution, such as an agreement on prepayment or that the buyer makes a bank guarantee.

Offers and order confirmations

Buyer's orders and orders of any kind are only binding with bySommer ApS, when the buyer has received a written order confirmation. Offers from bySommer ApS, which do not specify a closer acceptance deadline, will lapse if a compliant acceptance from the buyer does not reach bySommer ApS within 2 weeks of the offer date.

Cancellation and postponement of orders

Cancellation and postponement of orders by the buyer cannot be made unless it is agreed in writing between the parties. bySommer ApS reserves the right to charge costs for any established dialogue about such cancellation or postponement.

Prices and specifications bySommer ApS sells products to the buyer based on net prices where VAT is added to. Indicative prices are often given to the buyer on the individual products for the buyer's reference to the market. bySommer ApS cant be held responsible for printing errors on goods in catalogs, brochures, product sheets and other sales material.

Payment

The first order placed has payment terms of being prepayment. When the first order has been paid and shipped, bySommer acquire a credit insurance for future payment, and if this is granted then new orders a 30 days payment terms. However larger orders might still need some sort of prepayment. Should the credit insurance be denied, the payment terms will remain prepayment.

Payment must be made no later than the invoice date stated on the invoice. A fee of DKK 100 + tax is imposed in any case that bySommer ApS has to make a written requirement to collect payment.

Delivery

Unless otherwise agreed, delivery to the buyer is made to the address agreed on the customer data sheet. bySommer ApS reserves the right to split up deliveries if necessary, unless otherwise agreed.

Delivery time and delays

The delivery time stated by bySommer ApS is discretionary and not binding. If bySommer ApS does not deliver within the stipulated delivery week, this does not give the buyer the right to cancel the purchase, in case that bySommer ApS has informed the buyer of a delay. Otherwise, the buyer is entitled to cancel his order. bySommer ApS does not incur any liability for direct or indirect loss in case of late delivery, unless this has been agreed in writing on the buyer's request. Orders delivered to our customer service weekdays before 12.30 pm are sent out the same day. (Exceptions are in high season around 01.09 and 01.10)

Force Majeure

bySommer ApS's obligations for delivery may be postponed, limited or terminated to a specific extent by force majeure or other matters over which bySommer ApS is not influential. For example, force majeure and similar matters is considered to be events such as war, rebellion, civil unrest, blockades, quarantine measures, transport and disruption, as well as measures of any kind taken by public authorities or by foreign authorities that can be equated herewith, which in any ways prevents bySommer ApS's freedom of disposition. In light of these circumstances, the buyer cannot claim compensation from bySommer ApS. This also applies if the above-mentioned circumstances occur again during the term of the agreement.

Guarantee

If deficiencies occur during the warranty period and if the buyer reports these deficiencies to bySommer ApS, the buyer receives, without cost, all the necessary spare parts that are necessary for repairing the defect. The warranty covers all spare parts required for the repair. bySommer ApS reserves the right to supply spare parts, rather than to credit products. In the event that bySommer ApS cannot supply sufficient spare parts, the right to send a replacement product is reserved for defects/credit products. bySommer ApS is not liable to the buyers operating loss, lost earnings or other indirect loss.

Claims/complaints

In case of faults and defects, the buyer must contact bySommer ApS within "reasonable time" after delivery has been received. Complaints must be reported on www.bysommer.eu (<http://www.bysommer.eu/produkter/599-2/rma-form/>) by using the return management form. Information must be filled out as well as image documentation for faults / defective goods are required. Depending on the specific situation, the buyer will receive the further instructions. Freight costs cannot be directed to bySommer ApS unless this has been agreed in writing before shipment. Upon return shipment, the buyer is obliged to ship the product in proper packaging. The buyer is responsible for the shipment and the products until the bySommer ApS's receipt. If an alleged complaint is not accepted by bySommer ApS, the buyer will contact the customer in question, and the goods will be sent back to the buyer at his expense. In case of a justified complaint, bySommer ApS holds freight costs for sending new goods.

Colli /package units

We offer our buyers the opportunity to break our package units/colli . The fee of such is 15 DKK for each product line. The fee is added on a new line to the order and is invoiced as "colli fee".

Product liability

For personal injury and damage to items which, by their nature, are normally intended for non-commercial use and used by the injured party accordingly, bySommer ApS is liable under the Product Liability Act. For other property damage, bySommer ApS is only liable if the damage is caused by errors or negligence committed by bySommer ApS. To the extent that bySommer ApS has to be subject to product liability towards third parties, the buyer, who has resold the product, is obliged to indemnify bySommer ApS to the same extent as bySommer ApS's liability is limited by these sales and delivery terms. If a third party makes a claim for damages against the buyer because of product damage, the buyer must immediately inform bySommer ApS about this.

Disputes / Applicable law Disputes in connection with the agreement and everything that has connection therewith must be settled by bySommer ApS's jurisdiction in Denmark and in accordance with Danish law.