

1. Order Confirmation

1.1 Vibocold A/S has not accepted an order until a written order confirmation has been established by the factory. An offer, a proforma invoice or the like are not binding for Vibocold A/S.

2. Intermediate Sale

2.1 For goods which have been offered delivered from stock intermediate sale is reserved.

3. Prices

3.1 Vibocold A/S reserves the right to regulate the accepted prices in case of changes in rate of exchange, price increases in raw materials, alterations in wages, government interventions or other circumstances for which Vibocold A/S is not responsible.

4. Forwarding

4.1 If nothing else has been agreed upon, the price has been calculated ex works or ex warehouse.

4.2 The dispatch of the goods will be arranged by the seller, but at the buyer's risk. If - according to agreement - the transport is to take place at the seller's risk, the offered price has been calculated on the basis of the cheapest way of transport. If the circumstances are so that another way of transport is necessary, the seller is entitled to be covered for the thus increased costs of transport.

5. Packing

5.1 The packing is included in the price and is not compensated by a return of the goods.

6. 6. Time of delivery

6.1 Vibocold A/S does not take the responsibility for a delay in consequence of a strike, a lock-out or the like, or of extraordinary government measures, transport obstacles including ice obstacles or accidents of transport, a delayed or faulty delivery of materials ordered in time, a failing electricity supply and similar production difficulties, a fire or workshop accident at the factory or at a subsupplier's or possibly of other circumstances for which it is not reasonable to say that Vibocold A/S is responsible. In case of a strike or a lock-out which has influence on the factory of Vibocold A/S delivery is postponed with a period corresponding to the influence which the stoppage of work has had.

7. 7. Complaints

7.1 Complaints if any, must be made in writing and must come to our hand 8 days after delivery at the latest.

8. 8. Claims

8.1 If - in consequence of the situation of the buyer - the ordered goods are not taken at the latest a fortnight after the agreed delivery date, the seller reserves the right to invoice the whole quantity for which the final date of delivery has been exceeded by more than a fortnight, and payment is then due in accordance with the conditions of payment agreed upon. However, regardless of the invoicing the goods remain the property of the seller until payment or delivery has taken place. From the date of the invoicing, the goods are left at the buyer's risk.

9. 9. Buyer's Non-fulfilment

9.1 If the buyer does not fulfil the agreements of the conditions of payment for one or more deliveries or if he otherwise does not fulfil his agreements with the seller or if he suspends his payments, the seller is entitled to stop further deliveries and to claim compensation for the losses caused.

9.2 For the above cases of non-fulfilment from the buyer any amount which the buyer might owe the seller is payable regardless of whether the date of payment has arrived or not.

10. 10. Warranty

10.1 The goods are sold without warranty unless otherwise has been agreed in writing.

11. 11. Product liability

11.1 Vibocold A/S shall not be liable for any trading loss, loss of profit or any other consequential or indirect losses resulting from damage to commercial goods as opposed to damage to goods which are, according to their nature, usually intended for non-commercial use and which are mainly used in conformity herewith (damage to consumer goods).

12. 12. Venue

12.1 Any dispute with Vibocold A/S concerning products supplied shall be settled in Danish law and decided by the civil court in Viborg, Denmark.

13. 13. Reservation of rights

13.1 Vibocold reserves the right for printing errors, price errors, color deviations on images, etc. Reservations are also made for VAT and tax changes, price changes and sold-out products. Quotations are stated with an expiration date.