

General Conditions of Sale and Delivery

1. Application and validity

1.1 Failing agreement in writing to the contrary, any delivery shall be made in accordance with the conditions of sale and delivery specified below.

1.2 Unless accepted in writing by the vendor, any deviation from the terms hereof which appears in the tender, order or the like of the purchaser shall not be valid.

2. Quotations

2.1 The quotation of the vendor shall be valid for one week from the quotation date. The purchaser's acceptance must be received by the vendor before expiry of the time-limit for acceptance.

3. Orders

3.1 An order shall not be binding on the vendor until his order acknowledgement is received by purchaser.

3.2 Any objections by the purchaser to the contents of the order acknowledgement shall be made in writing and be received by the vendor not later than five business days after the date of the order acknowledgement.

3.3 Statement on sales on third-party online platforms. OYOY Living Design allows no sales on third-party online platforms (i.g. AMAZON, Ebay, bol.com etc.) without written consent from OYOY Living Design in Denmark. In the cases where the unapproved sales is carried out or continued, OYOY Living Design reserves the right to inactivate accounts and/or hold back all orders until the situation has been solved. This is done to secure the business cooperations we already have with partners representing OYOY Living Design on third-party online platforms today. Strategic partnerships we are proud of and which we wish to optimize in close cooperation with these partners. So, if you wish to be able to sell our products on third-party online platforms or if you have any questions in relation to this subject, please feel free to contact your local agent, distributor or the main office in Denmark on sales@oyoy.dk / +45 29 88 71 91.

4. Prices, insurance etc.

4.1 The prices quoted do not include value added tax and other similar taxes and duties. Freight charges for deliveries exceeding 1,000 kg in Denmark, exclusive of the Faroe Islands and Greenland, shall be paid by the vendor. Documented charges in exchange rates, tariffs or other costs included in the prices of the vendor which occur after execution of the order acknowledgement or quotation and which increase the cost prices of the vendor shall be debited as an addition to the prices quoted.

4.2 The vendor shall take out and pay usual transport insurance. The vendor shall under no circumstances be liable for any damage in transit.

5. Cancellation and amendments

5.1 An order can only be cancelled or amended following approval in writing of the vendor, and the derived costs are for the account of the purchaser.

5.2 The purchaser shall indemnify the vendor against costs and losses arising from cancellation, at a minimum amount, however, of 10% of the purchase sum agreed exclusive of value added tax.

6. Tolerances

6.1 As regards measurements and dimensions for which no tolerances have been specified, the standard tolerances of the vendor shall apply. Information about such tolerances shall be given to the purchaser on enquiry.

7. Scope of delivery

7.1 The vendor shall be entitled to deliveries up to ten per cent above or below the quantity ordered.

7.2 The weight stated in the vendor's drawings in terms of kg/m is a theoretic value which is not binding on the vendor.

7.3 When ordering furniture of a specific size and weight, the customer must expect a higher freight price due to delivery on pallets. The freight price is calculated after receiving order confirmation and the stock has handled the order. If the customer wishes to know the specific freight price prior to this, the customer must contact the main office in Denmark on sales@oyoy.dk / +45 29 88 71 91.

8. Time of delivery

8.1 The time of delivery shall be specified on condition that all specifications are available no later than when the vendor acknowledges the order. Failing that, the time of delivery shall run from such time as the specifications are available.

8.2 If the vendor demands advance payment in full or in part, the time of delivery shall run from such time as the advance reaches the vendor.

8.3 The purchaser shall not be entitled to any compensation whatsoever if the time of delivery is exceeded.

9. Call and specifications

9.1 If any call or specifications for the quantities purchased have not reached the vendor within the time-limit, the vendor may choose to cancel the purchase for the undelivered part of the order or supply the remaining part of the order in the standard dimensions of the vendor and make out an invoice to the purchaser covering such part. Furthermore, the vendor shall be entitled to compensation for his loss, at a minimum, however, of 10% of the purchase sum agreed exclusive of value added tax for the part of the delivery for which the vendor has not received any call or specifications within the time-limit agreed.

9.2 If the agreement does not specify the time-limit for submission of call or specifications, the vendor shall make delivery as soon as possible after receipt of the call or specifications of the purchaser.

10. Payment

10.1 Payment shall be made in accordance with the terms of payment laid down by the vendor. The vendor reserves the right to modify the terms of payment agreed if the financial standing of the purchaser deteriorates after conclusion of the agreement.

10.2 Payment shall be received by the vendor no later than the due date or, if this is a Saturday or public holiday, on the following business day. Any delays in payment shall entitle the vendor to withhold any further deliveries and he shall be released from all obligations under the agreement made.

10.3 Following any delays in payment interest on overdue payment shall be computed at a rate fixed by the vendor.

11. Retention of Title

11.1 Notwithstanding delivery having been made, title in the goods delivered shall remain with the vendor until the purchaser has paid in full the purchase price together with any VAT and interest thereon in cleared funds received by the vendor,

12. Tools

12.1 Tools that are designed and/or produced by the vendor constitute a part of the vendor's machinery equipment and belong to him. The same shall apply to cases where the buyer is debited for tool costs. The vendor reserves the right to destroy - without prior notice to the buyer - tools that have not been used for three (3) years because of the buyer's failure to place an order.

13. The vendor's liability; the buyer's duty to inspect; and complaints

13.1 The vendor assumes liability for any errors in advisory services concerning dimensioning of profiles, alloys, surface requirements, and other aspects related to profiles. Apart from that, the vendor assumes no liability for advice given to the buyer or the buyer's consultant in connection with project design, preparation of drawings and other project material, etc.; nor shall the vendor be liable for the unsuitability of a consignment for the contemplated purpose.

13.2 The risk of the vendor in any delivery shall cease when the delivery is delivered on rail, ship, to a carrier or other haulage contractor.

13.3 Any complaint of the purchaser of a defective delivery shall be made in writing to the vendor immediately when the defect has or should have been noted. The purchaser shall be obliged to examine the delivery immediately on receipt to check whether or not the delivery meets the terms of contract. If, under the transport insurance, the purchaser intends to advance a claim for visible damage in transit, the purchaser shall make a statement on the freight bill to that effect upon receipt of the delivery.

13.4 If a delivery is defective, the vendor shall be entitled to remedy the defect by replacing the defective delivery. If so, the purchaser cannot advance any further claims against the vendor.

If the vendor does not make a new delivery and if the agreement is cancelled owing to the defect, the purchaser shall be entitled to reimbursement of the purchase sum paid against making the goods delivered available to the vendor. Additional claims, including extra costs, operational losses or loss of ports, daily penalties or other losses owing to the defective delivery cannot be advanced against the vendor.

13.5 If the service of the vendor involves processing of the products of the purchaser, the liability of the vendor shall be limited to an amount corresponding to the payment agreed exclusive of value added tax.

13.6 Should the purchaser receive any guarantees issued by the vendor's subcontractors the purchaser or any party contracting with the purchaser shall not be entitled to make any claim on the guarantees against the vendor. The vendor, however, assigns to the purchaser all rights under the guarantees to make claims against the vendor's subcontractors.

14. Returns

14.1 Any return of a consignment which the vendor has acknowledged is defective shall be for the vendor's account and at his risk if the vendor's instructions regarding packaging and mode of shipment are complied with by the buyer. However, the vendor shall pay the costs connected with the return of defective goods and packaging only if the buyer contacts the vendor in advance so that the latter can make arrangements for the transport. Freight charges that have not been accepted beforehand by the vendor shall be irrelevant to the vendor.

14.2 Returned goods shall be sent back to the vendor securely packed in the original and undamaged packaging. If the original packaging has been damaged or destroyed, it is the buyer's duty to procure and pay the costs of proper packaging and packing.

14.3 If the buyer fails to return a consignment in the manner prescribed by the vendor, and should the consignment be damaged as a consequence thereof, the customer shall forfeit the right to invoke the notification of defects.

15. Product liability

15.1 Failing provisions to the contrary in preceptive rules of law or the provisions below, the vendor disclaims liability for product damage owing to defects in the products of the vendor or purchaser. Such waiver of responsibility shall, however, not apply if the damage is caused wilfully or through gross negligence by the vendor. The vendor shall, however, under no circumstances be liable for operational losses or other indirect losses.

15.2 If a third party advances claims for damages against the purchaser he shall be obliged to notify the vendor at once and keep the vendor informed about the development of the claim.

15.3 If a third party institutes proceedings against the vendor owing to any product damage which has occurred, the purchaser shall be obliged to appear before the court or the arbitration tribunal that hears the claims for damages made or before any other court or arbitration tribunal selected by the vendor.

15.4 If the vendor is held liable for product liability towards any third party, the purchaser shall be obliged to indemnify the vendor against any claim for damages which exceeds the liability of the vendor under Section 15.1 and against the costs of the vendor in that connection.

16. Construction delivery clause

16.1 The construction delivery clause shall apply for deliveries for construction work in Denmark, cf. Section 2 of the circular of 25 June, 1986 of the National Building Agency (Byggestyrelsen).

17. Force majeure

17.1 Force majeure exists when the vendor or his subcontractor is prevented from fulfilment in full and in part of the contract owing to war, mobilization, civil commotion, Acts of God, strikes or lockouts, shortage of raw materials, re or other destruction of the production equipment of the vendor or any other extraordinary event which impedes or limits the usual manufacturing schedule of the vendor, and which the vendor could not or should not have foreseen upon conclusion of the contract.

17.2 In the event of force majeure the vendor may choose to cancel the agreement made or any part thereof or make delivery as soon as possible when normal delivery is no longer impeded.

17.3 In the event of force majeure the vendor shall not be liable for losses incurred by the purchaser owing to non-delivery or delay in delivery.

18. Applicable law and venue

18.1 Any disputes shall be settled under Danish law by the Maritime and Commercial Court in Copenhagen (Sø- og Handelsretten i København). The international Sale of Goods Act No. 733 of 7 December, 1989, shall not apply between the parties.