

Sales & delivery terms – FUHRHOME ApS

1 CONTRACTUAL BASIS

These sales and delivery terms shall apply to all orders placed by a Customer and shall apply to all deliveries consequently made by FUHRHOME APS, Vestergade 41, 8000 Aarhus, Denmark (cvr-nr 37316709).

FUHRHOME' s order confirmation, these sales & delivery terms, the Danish Sale of Goods Act and other optional law shall apply to all FUHRHOME orders and delivery agreements in the above order of priority.

2 ORDER & ORDER CONFIRMATION – DELIVERY EXTENT

Orders placed by a Customer, including orders placed by means of phone are not binding to FUHRHOME APS unless FUHRHOME APS has confirmed the order in writing to the Customer by means of a written invoice. The Customer shall check the invoice to ensure its correspondence with the order placed. We will process your order and send the available products as soon as invoice is prepaid. This means that available items will be shipped immediate. When placing an order, which can be shipped immediately, the customer hereby disclaims the right to make any changes to it. All orders are prepayment.

3 MINIMUM INITIAL PURCHASE ORDER

A Customers' initial order within each season with FUHRHOME APS shall amount to below listed minimum order amounts stated for physical shops and web shops respectively; and shall meet the minimum requirements stated in the existing price list regulating the country in which the Customer's order delivery address is situated. All orders are prepayment.

For remaining European countries, placing their orders in EURO currency – pls. see table below:

Minimum amount of initial order within each season for customers from:	Great Britain	GBP 800
Minimum amount of initial order within each season for customers from :	Austria, Belgium, Finland, France, Germany, Luxemburg, The Netherlands, Poland & Switzerland	500 EUR
Minimum amount of initial order within each season for customers from :	Spain, Italy, Portugal, Czech Republic and other European countries	1.000 EUR
Minimum amount of initial order within each season for customers from:	Sweden, Norway	SEK / NOK 5.000
Minimum amount of initial order within each season for customers from:	All remaining countries	1.000 EURO

4 DELIVERY & TIME OF DELIVERY

Unless otherwise expressly agreed in writing and stated in the invoice, delivery shall be made DAP (Delivered at Place) for countries within the EU and DDP (Delivered Duty Paid) for Norway and Switzerland in accordance with existing price list. The delivery address influences the freight calculation and determines the freight bill. In all other markets delivery shall be Ex Works. All deliveries are made under reference to Incoterms 2010.

FUHRHOME APS shall pay the cost of carriage for orders, exceeding the below listed minimum total order values. However, FUHRHOME APS shall not pay the cost of carriage for orders below the listed minimum total order values, consequently such orders will be charged an additional freight cost; pls. see individual freight cost percentages listed below.

For remaining European countries, placing their orders in EURO currency – pls. see table below:

Orders from	Great Britain (Ex. Northern Ireland & Scotland)	Exceeding GBP 2.500 are carriage paid. Orders between GBP 800-2500 are charged 15% of order value. Northern Ireland & Scotland are charged GBP 175 pr. Pallet.
Orders from	Austria, Belgium, Germany, Sweden, Norway (DDU) Luxemburg, The Netherlands and Polan.	Exceeding 2.200 EUR are carriage paid. Orders between 500-1000 EURO are charged 15% of order value. Orders between 1000-2200 EURO are charged 10% of order value.
Orders from	France, Italy, Spain, Switzerland (DDU)	Exceeding 2.500 EUR are carriage paid. Orders below 2.500EUR are charged 15% freight, minimum delivery fee EUR 50
Orders from	Portugal, Czech Republic and other European countries	Exceeding 4.000 EUR are carriage paid. Orders below 4.000 EUR are charged 15% freight, minimum delivery fee EUR 50 for orders below EUR 500
Orders from	All remaining countries	Will be delivered ex works from Denmark based on actual freight rate

For non EU-member countries deliveries there will be added a surcharge and a customs clearance fee. Delivery shall thus be at the customer's risk irrespective of its being arranged by FUHRHOME APS the Customer is consequently responsible for taking out a transport risk insurance, irrespective of the transport being arranged by FUHRHOME APS.

If FUHRHOME APS is not responsible for arranging the transportation or the delivery cannot be fulfilled to the customer at the agreed delivery address, FUHRHOME APS shall be entitled to store and ensure the delivery at the Customer's cost and risk.

The estimated dispatch time is stated in the written invoice. The estimated time of dispatch stated in the invoice is approximate and a later delivery time cannot be considered a delay, nor will a delivery before the stipulated dispatch time entitle any compensation to be paid to the Customer. The Customer accepts that delivery in lots may occur. Back orders shall be delivered as agreed with the customer. If the customer refuses delivery or is unable to accept delivery on the agreed date, the customer shall cover any associated costs or loss incurred by FUHRHOME APS, including the costs of insurance and storage until the customer has accepted delivery on the agreed terms.

5 ORDER ANNULMENT

FUHRHOME APS shall be entitled to canceled an order partly or entirely, including e.g. sold out goods and back order goods.

6 LIABILITY FOR DEFECTS AND LIMITATION

Immediately upon delivery at the delivery address agreed and in any event no later than forty-eight (48) hours after receipt of the delivery, the customer shall perform an examination of the products as required by proper business practice. Complaints regarding defects shall be made in writing to info@fuhrhome.com - listed with order number.

Complaints must be filed upon the customer's receipt of the goods, but no later than fourteen (14) days after delivery.

Return of goods shall be subject to previous written agreement with FUHRHOME APS.

Products that are returned to FUHRHOME APS without prior agreement will not be credited but stored at the expense of the customer no more than 30 days after which FUHRHOME APS is entitled to annul the order agreement and forward claim for lost profit contribution in full. In the event of timely and justified complaint, FUHRHOME APS's liability shall be limited to price reduction or free delivery of an equivalent new product within a reasonable deadline.

FUHRHOME APS shall, however, at its own option, be entitled to pay compensation to the customer not exceeding the invoice value (VAT excluded) of the defective product. FUHRHOME APS shall pay no other damages or compensation.

The customer may claim only the rights expressly stated in these sales and delivery terms.

In the event that the customer forwards complaints regarding defects, which are found not to be FUHRHOME APS' fault, the customer shall reimburse any costs, e.g. lawyers' fees, incurred by FUHRHOME APS in this respect.

7 PRODUCT LIABILITY

FUHRHOME APS shall assume product liability in accordance with current applicable legislation, but shall not assume any liability in excess of what is provided by law. Any product liability developed in Danish case law but not stipulated by law may thus expressly not be relied upon. In no event shall FUHRHOME APS be liable for operating loss, loss of profit or any other indirect loss.

8 GENERAL LIMITATIONS (INCLUDING FORCE MAJEURE)

In no event FUHRHOME APS be liable for operating loss, loss of profit or any other indirect loss.

Any advice provided by FUHRHOME APS in connection with the customer's purchase shall be deemed to be for guidance only, and FUHRHOME APS shall assume no liability in this respect, and shall thus not be liable for the suitability of the product for specific purposes.

FUHRHOME APS shall assume no liability for errors in catalogues, brochures or other printed material nor for any errors in home page material (being price errors or errors in product capacity etc.) or for any misinterpretation of the information provided therein.

The Customer shall accept the fact that the delivered goods may vary from sales samples or catalogues in respect to minor color deviations and/or adjustments made out of commercial reasons – and/or deviations due to mass production, where some deviation tolerance must be expected.

FUHRHOME APS shall not be liable for defects, delay or any other damage caused by circumstances which FUHRHOME APS ought not to have expected, including acts of war, terrorism, malicious damage, fire, blockades, mobilization, import and export restrictions, political unrest, strike, lockout, labour shortage or shortage of goods, unusual natural events etc. and other circumstances which under Danish law is considered force majeure. If the duration of the circumstance preventing the order fulfillment is more than 6 months, FUHRHOME APS shall be entitled to postpone the order fulfillment until the circumstance no longer exists or alternatively be entitled to annul the order entirely or partly and assume no liability in this respect.

In no event including delays and defective products shall FUHRHOME APS be liable for operating loss, loss of profit or any other indirect loss; and FUHRHOME APS shall thus assume no liability what so ever in this respect.

9 INTELLECTUAL PROPERTY RIGHTS

The customer is aware that all intellectual property rights in respect of FUHRHOME APS's trademark, design and other intellectual property rights belong to FUHRHOME APS. The customer's use of these shall thus be subject to FUHRHOME APS's previous agreement in writing.

Any violation of FUHRHOME APS intellectual property rights including violation of the above-mentioned general terms shall be considered material breach which will entitle FUHRHOME APS to cancel all future deliveries and annul all unfulfilled orders. FUHRHOME APS shall be entitled to assert general claims for breach of contract in accordance with current legislation.

10 GOVERNING LAW AND VENUE

Danish law with the exception of CISG shall govern this agreement, and any disputes shall be settled by the court stipulated in FUHRHOME APS's articles of association i.e. the Court of Aarhus in Denmark as the court of first instance. The general regulations in the Danish Administration of Justice Act referring to The Copenhagen Maritime and Commercial Court still apply.

In disputes concerning the violation of FUHRHOME APS rights, FUHRHOME APS is entitled to take the matter to the home court in the country in which the violation has effect or has happened, or alternatively at the court jurisdiction of the Customer registered address. If the Customer does not have an office address in Norway or in another EU-member country, any dispute arising in respect to this agreement regarding the existence, validity or termination shall be submitted to settlement by arbitration at the Danish Arbitration Institute under reference to the Danish Arbitration Institute's current rules and regulations. The appointed court of arbitration is in Aarhus, Denmark, and the proceedings are held in Danish. The arbitration case/ proceedings and subsequent award are open-ended confidential.

Following mutual agreement there shall be no appeal right regarding a legal question to a court of law. FUHRHOME APS is entitled to collect any outstanding debt at the home court jurisdiction of the Customer in accordance with the current laws and regulations governing within the country in question.