



CONDITIONS OF SALES AND TERMS OF DELIVERY

The following general conditions of sale and terms of delivery shall apply to all offers, sales and deliveries by Lammhults Biblioteksdesign A/S (hereinafter referred to as the Vendor) – also in cases where the Buyer stipulates other terms and conditions. Any deviation from the following conditions of sale and terms of delivery shall only be valid subject to the written consent of the Vendor.

1. ORDER CONFIRMATION

A confirmed order can only be amended or modified subject to the written consent of the Vendor (new order confirmation).

2. DELIVERY CLAUSES

Orders amount less than DKK 5,000.00 will be added an extra handling charge. Any agreed terms of delivery shall be construed in accordance with the Incoterms applying at the time of conclusion of the contract. Where no special term of delivery has been stipulated, the delivery shall be deemed to have been made “ex works”.

3. INSURANCE

Unless otherwise agreed, the Buyer shall take out a transport insurance policy. Moreover, the Buyer shall undertake to keep the goods insured. Before signing for the goods, the Buyer shall check the goods for any visible damages.

4. DELAYS BY VENDOR

If the Vendor becomes aware that he will be unable to meet the stipulated time of delivery, or that a delay on his part is likely to occur, he shall without undue delay notify the Buyer in writing thereof stating the cause of the delay and, wherever possible, the time when delivery is likely to take place. Where a delay in delivery is due to any of the circumstances set forth in Article 10 hereof (“force majeure”) or to acts or omissions on the part of the Buyer, the time of delivery shall be postponed to such an extent as is deemed to be reasonable, having regard to the circumstances. This provision shall apply whether the cause of delay occurs before or after the end of the stipulated time of delivery. The Buyer shall not be entitled to cancel the contract owing to delays in delivery attributable to the Vendor except where such delay exceeds three (3) months. The Buyer shall not be able to claim compensation owing to delays on the part of the Vendor.

5. DELAYS BY BUYER

If the Buyer becomes aware that he will not be able to take delivery of the goods by the stipulated date – or if a delay on his part is likely to occur – he shall forthwith notify the Vendor in writing, stating the cause of delay and, wherever possible, the time when receipt is likely to be able to take place. Notwithstanding that the Buyer fails to take delivery of the goods at the stipulated time, he shall make any payment contingent upon delivery as if delivery of the relevant goods had taken place. The Vendor shall make sure that the goods are stored for the Buyer’s account and at the Buyer’s risk. The Vendor shall at the Buyer’s request insure the goods for the Buyer’s account. The Vendor shall have the right to call upon the Buyer in writing to take delivery of the goods within a time limit of fifteen (15) days. Where the Buyer fails to do so within the same time limit for reasons that are not attributable to the Vendor, the Vendor shall be entitled to cancel the contract by notice in writing to the Buyer, for such part of the goods ready for delivery as was not taken delivery of owing to the Buyer’s delay. In such case, the Vendor shall have the right to demand compensation for any loss he has incurred from the Buyer’s failure to perform the contract.

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6. PAYMENT ETC.

Unless otherwise agreed, the terms of payment are net cash. Where the Buyer fails to effect payment punctually, the Vendor shall be entitled to demand penalty interest as from the due date at the rate of 1.5% per month or part thereof. Where the Buyer wishes to return goods delivered, such return shall be made only as per prior agreement with the Vendor. Returned goods shall be sent carriage paid. In the event of non-payment, the Buyer (debtor) shall pay all costs of collecting and recovering the debt, inclusive of charges and fees for lawyers, debt-collection agencies etc.

7. OWNERSHIP RESERVATION (RETENTION OF TITLE)

The goods sold shall remain the Vendor's property until payment has been made in full. As for sales to Germany, however, the retention of title stipulated in the enclosed addendum D98 shall apply.

8. DEFECTS

The Vendor agrees to make good all such defects as are the result of faulty design, material, or workmanship by carrying out repairs or replacement of the goods in accordance with the following paragraphs, but the Vendor shall incur no liability to pay compensation as a result of such defects. Minor knots, differences in shade, strong and weak annual rings in the wood as well as growth marks in the leather are a sign of genuineness and are not considered to be defects. The Vendor's liability shall comprise only such defects as appear within two (2) years from the date when the goods were delivered to the Buyer. The Buyer shall notify the Vendor in writing of any defects without undue delay after such defects have appeared.

9. PRODUCT LIABILITY

The Vendor shall be liable for damage to property caused by the products only where it can be shown that such damage was due to fault or negligence on the part of the Vendor or his employees. Under no circumstances shall the Vendor be liable for loss of profits, loss of earnings, or any other consequential financial loss. In the event that the Vendor incurs products liability towards any third party, the Buyer shall indemnify the Vendor to the same extent as the Vendor's liability is limited according to the above. If any third party raises a claim for compensation against the Buyer by reason of a damage caused by a defective product, the Buyer shall forthwith notify the Vendor to this effect.

10. RECEIPT OF DAMAGED GOODS

Should you have received damaged goods and they are to be covered by Lammhults Biblioteksdesign or the responsible forwarder, please follow the instructions below. We are ready to help you complete your EXW report, so if in doubt, please contact our Customer service on +45 76 78 26 11 or e-mail: bci@bci.dk

Visible damages

Secure evidence:

- Examine the condition of the goods on the outside.
- If the goods are visibly damaged, you must write "received subject to damage" on the consignment note and get the driver's signature. Make sure to receive a copy.
- If you are in doubt whether the goods are damaged, you must also write "received subject to damage" on the consignment note.
- Take photos, avoid moving the goods and further damaging the goods.

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**Report the damage:**

- In case of EXW shipments, contact your forwarder immediately in writing and make them responsible for the damage.
- In case of free delivery shipments, contact your contact person at Lammhults Biblioteksdesign A/S immediately or alternatively report the damage by e-mail on bci@bci.dk.
- Send all necessary documentation such as consignment note, invoice, booking, description of damage and photos.

Non-visible damages

- Check all contents as soon as possible, as you only have 4 days to report damages.
- If you exceed the deadline, you must now prove that the damaged occurred during transport. In worst case, you may not be entitled to receive compensation.
- Take photos, avoid moving the goods and further damaging the goods.
- Report the damage as if it was a visible damage.

11. FORCE MAJEURE

The following circumstances with the Vendor shall give rise to exemption from liability if they prevent the performance of the contract or render such performance unreasonably onerous: Labour conflicts and any other circumstance beyond the control of the Vendor, such as but not limited to fire, war, mobilization, or unforeseen military call ups of a corresponding scale, requisitioning, seizure, foreign exchange restrictions, insurrection and civil unrest, lack of transportation except where such lack was foreseeable by the Vendor, general scarcity of goods, and defects in or delays of deliveries from sub suppliers due to any of the factors set forth in this paragraph. Circumstances of the type mentioned above, which had occurred prior to the conclusion of this Agreement, shall exempt the Vendor from liability only where their influence on the performance of the contract could not be foreseen by the Vendor at the time when the contract was made. Where the Vendor intends to invoke any exemption from liability grounds set forth in this Article, he shall without undue delay notify the Buyer in writing of such grounds. Notwithstanding any stipulation in the Conditions of Sale and Terms of Delivery, either of the parties may cancel the agreement by notice in writing to the other party where the performance of the agreement is prevented for more than six (6) months by one of the events set forth in this Article.

12. DISPUTES

All and any disputes arising out of or in connection with this contract shall be settled according to Danish law. Any legal action shall be instituted at the Vendor's or Buyer's venue, at the Vendor's option.

Supplement to the CONDITIONS OF SALE AND TERMS OF DELIVERY

For sales to Germany the following retention of ownership will be in force:

A

Bis zur vollständigen Bezahlung der Forderungen des Verkäufers aus der Geschäftsverbindung mit dem Käufer bleiben die verkauften Waren Eigentum des Verkäufers. Der Käufer ist befugt, über die gekaufte Ware im ordentlichen Geschäftsgang zu verfügen.

B

Der Eigentumsvorbehalt erstreckt sich auch auf die durch Verarbeitung, Vermischung oder Verbindung der Ware des Verkäufers entstehenden Erzeugnisse zu deren vollem Wert, wobei der Verkäufer als Hersteller gilt. Bleibt bei einer Verarbeitung, Vermischung oder Verbindung mit Waren



Dritter deren Eigentumsrecht bestehen, so erwirbt der Verkäufer Miteigentum im Verhältnis der Rechnungswerte dieser verarbeiteten Waren.

C

Die aus dem Weiterverkauf entstehenden Forderungen gegen Dritte tritt der Käufer schon jetzt insgesamt bzw. in Höhe des etwaigen Miteigentumsanteils zur Sicherung an den Verkäufer ab. Er ist ermächtigt, diese bis zum Widerruf oder zur Einstellung seiner Zahlungen an den Verkäufer für seine Rechnung einzuziehen. Zur Abtretung dieser Forderungen ist der Käufer auch nicht zum Zwecke der Forderungseinziehung im Wege des Factoring befugt, es sei denn, es wird gleichzeitig die Verpflichtung des Factors begründet, die Gegenleistung in Höhe des Forderungsanteils des Verkäufers solange unmittelbar an ihn zu bewirken, als noch Forderungen seinerseits gegen den Käufer bestehen.

D

Zugriffe Dritter auf die dem Verkäufer gehörenden Waren und Forderungen sind ihm vom Käufer unverzüglich - am besten schriftlich - mitzuteilen.

E

Die Ausübung des Eigentumsvorbehalts bedeutet nicht den Rücktritt vom Vertrag.

F

Die Waren und die an ihre Stelle tretenden Forderungen dürfen vor vollständiger Bezahlung der Forderungen des Verkäufers weder an Dritte verpfändet noch zur Sicherung übereignet oder abgetreten werden.

G

Übersteigt der Wert der Sicherheiten die Forderungen des Verkäufers um mehr als 20%, so wird er auf Verlangen des Käufers insoweit Sicherheiten nach seiner Wahl freigeben.

H

Für diese Vereinbarung gilt deutsches Recht.