

# Fiberbinder® Sales and delivery conditions

## 1. GENERAL

- 1.1. In these standard terms and conditions (hereinafter "Term(s)"), Fiberbinder® ApS is referred to as the "Company". The product sold by the Company, Fiberbinder®, together with all related relevant products, is referred to as the "Product(s)". The person to whom the Company has sold the Product is referred to as the "Customer". The Company and the Customer are referred to individually as "Party" and together as "the Parties".
- 1.2. These Terms apply to all sales of, and related to, the Product and cannot be deviated from, unless there is a written agreement to this effect between the Parties. In the event of the Customer's eventual purchase of additional quantities of the Product, these Terms will automatically apply without further ado, cf. however section 1.3.
- 1.3. The terms may be changed by the Company with 30 days' notice. The Terms and Conditions applicable at any time can be found at [www.fiberbinder.dk](http://www.fiberbinder.dk).
- 1.4. In particular, before purchasing the Product, the Customer declares to have thoroughly familiarized himself with the instructions that apply to the use of the Product and, not least, that the Customer, i.a. is particularly aware that the Product requires the Customer to add water to the Product himself in accordance with the instructions. Likewise, the Customer declares before his purchase to have familiarized himself with the content of these Terms and Conditions, in which connection special attention is paid to the fact that Customers with the status of consumers cf. 3.1, declares to have read and understood the entire clause. 3. The customer can find access to instructions as well as these Terms and Conditions at [www.fiberbinder.dk](http://www.fiberbinder.dk).

## 2. PAYMENT TERMS AND PRICES

- 2.1. All sales are net cash.
- 2.2. If payment is not made within the given deadline, a reminder fee of DKK 100.00 may be imposed. A debt collection fee of DKK 100.00 may also be charged if transfer of the case to debt collection, just as debt collection costs may be charged in accordance with the applicable rules for extrajudicial debt collection before a possible legal pursuit of the arrears.
- 2.3. The company has the right in every respect to refuse delivery of the Product if the Customer is in arrears.
- 2.4. Prices for the Product appear on the Company's website.

## 3. SESPECIALLY FOR CONSUMERS ABOUT THE RIGHT OF WITHDRAWAL AND COMPLAINT, ETC.

- 3.1. In the event of any on-line sale (if this may be introduced by the Company) or other form of remote sale to Customers who constitute consumers, as this is defined in the Danish legislation in force at any time (currently that the Customer mainly acts outside its business), the Customer has a right to cancel his purchase, cf. the details in section 3.2-3.6.
- 3.2. If a consumer-Customer wishes to exercise his right of withdrawal, he must unequivocally notify the Company of this no later than 14 days after the day on which the consumer-Customer has received the Product. If the notification is sent before the expiry of the deadline, this is considered timely.
- 3.3. The Consumer-Customer must without undue delay and no later than 14 days after the date of the notification in section 3.2 return or send the Product to the person in section 4.1 specified address. The customer himself bears costs related to shipping, etc., which accrue when using the right of cancellation.
- 3.4. If the consumer-customer does not receive the physical Product himself, but instead has designated a third party (however not a possible carrier) who receives the product in physical possession, it applies in section 3.2 mentioned 14-day period from the time that this third party gets the Product in its physical possession.
- 3.5. The Consumer-Customer can choose to use the standard cancellation form which is printed in Appendix 3 of the Consumer Contracts Act and can be found here: Fiberbinder® cancellation form.
- 3.6. The Consumer-Customer always has the burden of proof for having exercised his right of withdrawal in accordance with the applicable legislation.
- 3.7. In addition to the right of withdrawal, consumer customers have various rights in accordance with the Purchase Act, if there are any defects in the Product. Reference is made to the Purchase Act in force at all times, and it is emphasized that any objections to defects must be made against the Company within a reasonable time from the defect being discovered or should have been discovered, which can never exceed 2 months. In any case, consumer-customers are barred from objections to defects 2 years after the date of the consumer-customer's invoice.

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3.8. If the Company and a consumer-Customer cannot find a solution to any defects in the Product, the consumer-Customer has the opportunity to complain to the Center for Complaint Resolution, read more about this at: <https://www.forbrug.dk/klagemøring/oversigt-over-complaint-bodies/consumer-complaints-system>.

## 4. DELIVERY

- 4.1. The product can either be picked up by the Customer at the following address Roholmsvej 8, 2620 Albertslund, or sent at the Customer's expense to an address specified by the Customer.
- 4.2. In relation to the transfer of responsibility, delivery is considered to have taken place on the point 4.1 mentioned address, which means that delivery has also taken place when the Product at this address is made available to a potential carrier.

## 5. LIABILITY AND PRODUCT LIABILITY

- 5.1. To the extent that non-derogable Danish legislation does not prevent it, the Company's liability is regulated as stated in section 5.1-5.6.
- 5.2. If the Company is in material or material breach of its obligations according to the Parties' agreement on the sale of the Product, it is the responsibility of the Company - at the Company's option - to remedy the deficiency or give the Customer a proportional reduction in the price. The Company must notify the Customer of the Company's choice as soon as possible after a decision to this effect has been made by the Company. The customer has no other rights of default. The customer can thus e.g. do not cancel the purchase of the Product or demand compensation.
- 5.3. May the Company – notwithstanding section 5.2 – in the event of liability, the Company's liability is limited to DKK 50,000 incl. VAT. However, the company shall never be liable

for compensation for the Customer's indirect losses and consequential losses, including - but not limited to - costs and expenses incurred in vain, loss of time, loss of production, loss of opportunities, loss of goodwill, loss of income, etc.

- 5.4. Any complaint from the Customer must be made in writing and no later than 10 days after the time when the relationship arose or the Customer should have known that it would arise. The customer is not entitled to make complaints later than 1 year from the date of the customer's invoice.
- 5.5. The Company is never liable to the Customer if the Company's failure to fulfill its obligations is due to force majeure or the like. Force majeure includes the non-exhaustive Sales Act enumeration thereof.
- 5.6. Regarding product liability, it also applies that the Company's liability is limited to the widest possible extent for both the liability according to the Product Liability Act and the liability applicable in Danish jurisprudence.

## 6. DISPUTES

- 6.1. Any dispute between the Parties regarding these Terms, the actual purchase of the Product or other matters between the Parties is governed by Danish law, and must be settled by the Copenhagen District Court as the first instance.

## 7. PROTECTION OF PERSONAL INFORMATION

- 7.1. When selling to the Customer, whereby the Company receives information such as name, e-mail or telephone number, the Company has the right to contact the Customer in any way, including, but not limited to, electronically, unless the Customer has notified the Company that the Customer does not wish to be contacted.
- 7.2. The customer always has the option to opt out of contact from the Company by sending an email to [info@fiberbinder.dk](mailto:info@fiberbinder.dk).



**Fiberbinder®**  
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