

Terms and conditions of sale and delivery

These terms and conditions of sale and delivery shall apply unless otherwise agreed in writing. Special conditions and requirements on the part of the buyer are binding on the seller only if the term is accepted in writing.

1. Offer and order confirmation

An offer made by the seller shall be regarded as indicative or as an invitation to the buyer to make an order. If the seller accepts an offer or order from the buyer, this must be confirmed in a separate written order confirmation which also includes the specific terms of the agreement. The seller's acceptance of the order is conditional upon credit risk cover being obtained in respect of the buyer. Any subsequent changes or additions are valid only if confirmed in writing by the seller.

2. Prices and payment

The seller invoices the goods sold on delivery. Invoices are issued in accordance with the order confirmation always provided that the seller shall be entitled to charge extra for any additional costs, exchange rate increases, taxes or duties imposed on the goods. B GREEN A/S adds an environmental tax to the invoice on which information is available on request. ALL orders below EUR 500.00 are subject to a shipping charge of EUR 30.00. Payment shall be made by the due date as stated on the invoice. Payment terms are 8 days net for a first-time purchase and 30 days net for subsequent purchases. If credit risk cover is not obtained, advance payment will be required. In case of foreign orders, all first-time purchases must be paid for in advance. If payment is not made, the seller shall be entitled to charge interest at 2.0 % per month or part of a month on the outstanding amount and to charge a fee of DKK 100.00 per reminder sent owing to default.

3. Delivery

The goods are delivered ex works from Hasselager or any other place of production. If the buyer wishes the goods to be left at the address without a receipt, this must be reflected in the order. In this way, the risk of the goods passes to the buyer. Onward shipment/forwarding of the goods will therefore be at the expense and risk of the buyer. Shipping in relation to volume. For purchases over EUR 2,200, not including freight, B GREEN A/S will pay half of any freight charges. Current shipping charges are available on request from B GREEN by Callapor A/S. Shipping is payable in respect of orders for delivery abroad. The seller accepts no liability for any delays in delivery if these are due to circumstances beyond the seller's control (force majeure).

Return of Goods

Goods may be returned only upon prior agreement with B GREEN A/S. Freight charges shall be payable by the buyer in case of return by agreement. The buyer must return all goods in the original packaging and must use packaging appropriate for shipping. Goods shall be returned to B GREEN A/S, Hovedvejen 167, DK-8361 Hasselager, Denmark. The goods must not be left at the address without a receipt. In the case of return of non-defective goods, 10 % of the purchase price will be deducted.

4. Defects and liability

The buyer shall thoroughly examine all goods received immediately upon receipt. If there is visible damage to the pallet or to the goods, the buyer must make reservations on the waybill. If any defects or deficiencies are ascertained, the seller must be notified in writing immediately and within 8 days. The seller shall be obliged without undue delay to give a reasoned response to the complaint, and until a response has been given, the buyer shall not be entitled to have the disposal of the goods, including return them. If the notice of defects is acknowledged in part or in whole by the seller, the seller shall be entitled to choose whether to cancel (rescind) the purchase, remedy the defects or provide a replacement delivery. The seller shall not be liable for any delay resulting from remedying of defects or a replacement delivery.

5. Limitation of liability

In the event of any delay, defects or product liability, the seller cannot be held liable for damages in respect of indirect losses such as operational losses, loss of profit or increased costs.

6. Applicable law and jurisdiction

Any disputes or claims arising shall be settled in accordance with the rules of Danish law and with the Court of Aarhus or the High Court of Western Denmark as the legal venue.