

TERMS OF SALE AND DELIVERY

The present terms of sale and delivery shall apply to any agreements regarding sale and delivery by ReFood Organizer (Daka Denmark A/S, CVR no 33776039), ("ReFood"), unless otherwise agreed in writing.

The Buyer's possible terms and conditions shall not form part of the agreement, unless accepted in writing by ReFood prior to the conclusion of the agreement.

1. Offer/Order

Offers made by ReFood shall apply until 14 business days from the date of the offer and shall subsequently lapse without further notice.

2. Delivery and passing of the risk

Unless otherwise agreed, delivery shall be made to the buyer's address.

If there is a written agreement about fixed time of delivery, the time of delivery shall be calculated from the date when the final order has been confirmed by ReFood and any information necessary for the completion of the sale and the delivery has been received by ReFood, unless otherwise provided in the agreement.

If delivery is delayed because of the buyer's circumstances (creditor's delay), the buyer shall remain obliged to pay to ReFood according to the agreed terms.

ReFood shall maintain ownership of the goods sold until payment has been made.

3. Payment

Payment must be made according to the invoice from ReFood and in Danish kroner.

If forwarding of the invoice by post is requested, a charge of DKK 25.00 will be added.

Unless otherwise stated in the invoice, the invoice will be due for payment no later than 14 days after issuing.

If payment is overdue, additional reminder(s) will be forwarded and reminder fees added. If payment is still not made, the claim will without further notice be placed for collection.

4. The buyer's obligation to examine and complain

The buyer is no later than on delivery obliged to carry out a thorough examination to establish whether the article is contractual.

Complaints about defects in the goods delivered must be made on delivery at the latest, when the complaint relates to visible defects, and otherwise no later than five days after the defect was or ought to have been discovered.

A complaint shall be in writing and be made directly towards ReFood. The buyer shall state the precise nature of the defect and enclose documentation, including photo documentation.

If the buyer has or ought to have discovered a defect, but has not complained according to the present terms of sale and delivery, the buyer shall lose the right to make a claim regarding the defect in question at a later time.

Any claim regarding transport damage must be made on delivery and be noted as a reservation in a possible consignment note. Photo documentation must be forwarded to ReFood immediately and no later than within 24 hours.

In principle, the buyer does not have any right of withdrawal. In special cases – and ex gratia – ReFood may, however, choose to accept to take back the product, provided that the product is unused and in the original packaging. The costs of returning the product shall be covered by the buyer.

5. Limitation of liability

ReFood's possible liability for defects in the product delivered shall only cover defects which must be attributed to defects or omissions at ReFood.

ReFood's liability towards the buyer shall in no circumstances exceed the purchase amount for the order.

6. Governing law and venue

Any dispute between the parties shall be settled according to Danish law and by Danish courts.

7. Business information

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