

Terms of sale and delivery

These general terms of sale and delivery apply to all Kvadrat deliveries. The aim is to briefly describe the terms which apply to the delivery of Kvadrat products and which go beyond what is required by current Danish legislation.

Contractual basis

In principle, Kvadrat deliveries are covered by the Danish Sale of Goods Act. In addition, Kvadrat relies exclusively on the below-mentioned exceptions or on a written agreement entered into for a specific transaction. Thus, Kvadrat does not accept any terms of sale stipulated by the buyer before or after the issue of the order confirmation, unless confirmed in writing by Kvadrat.

An offer quoted by Kvadrat is not binding until Kvadrat has received the buyer's acceptance and has issued an order confirmation. Any offer made by Kvadrat is valid for 90 days from the date of the offer. The order confirmation and these general terms constitute the purchase agreement entered into between the buyer and Kvadrat.

All prices quoted by Kvadrat are based on these general terms and reflect the limited liabilities of Kvadrat. Where a buyer wants to deal with Kvadrat on other terms than these general terms, this may be agreed separately and Kvadrat may make a revised quotation.

Purchase price

The purchase price is quoted in the order confirmation exclusive of VAT and other indirect taxes. Where the purchase price is not mentioned in the order confirmation, the price applicable on the date of delivery applies. Kvadrat may adjust the purchase price if overall manufacturing costs increase due to unforeseen circumstances such as an increase in the price of raw materials, direct and indirect taxes, etc.

Delivery

When the terms and conditions of delivery have been agreed, they must be construed in accordance with the INCOTERMS applicable at the time of purchase. Unless otherwise agreed, delivery is Ex Works. Kvadrat handles shipping and determines the method of dispatch. Dispatch is made at the buyer's expense, risk, etc. Other terms and conditions must be agreed separately.

Duty of complaint and examination

The buyer is obliged to examine the products carefully upon receipt and to report and describe any product defect which it has or ought to have noted without undue delay and not later than eight days from receipt. The buyer is not entitled to later invoke any defects which would have been revealed by such examination.

Payment

Unless otherwise stated, Kvadrat's terms of payment are 30 days from the date of the invoice. In the event of late payment, i.e. later than 30 days from the due date of the invoice, default interest is added subject to the provisions of the Danish Interest Rate Act, i.e. at a monthly rate equal to Denmark Nationalbank's reference rate of interest + 1%.

Conditional sale

To the extent that conditional sale is permitted under current legislation, the products remain the property of Kvadrat until payment has been made.

Product consistency

Kvadrat guarantees that the products meet the specifications set out in the order confirmation subject, however, to the level of tolerance deemed acceptable by the industry. Kvadrat does not guarantee product suitability for specific purposes unless specifically requested by the buyer and this is specifically mentioned in the order confirmation.

Adviser responsibility

Advice provided by Kvadrat on the specific suitability of the products is indicative only. As the buyer's application of the products is beyond the control of Kvadrat, Kvadrat is not liable for the buyer's actual use of the products. Kvadrat is not liable for any damage or loss arising out of the buyer's incorrect or unusual application of the products.

Marketing

Any reference to Kvadrat and its products for own promotional purposes is subject to the written permission of Kvadrat.

Defects and delays

Corresponding our quality standards and technical instructions, Kvadrat strives to supply first quality products on time and to all its customers.

Kvadrat, therefore, is not liable for any indirect damage or loss suffered by the buyer, including loss of production, profit, loss due to market fluctuations or any other operational loss irrespective of whether Kvadrat may be held responsible for such loss.

Kvadrat's defects liability period expires 12 months after the date of delivery.

Kvadrat is not liable for any defects resulting from transportation, storage, faulty treatment and the general negligence of third parties.

Product liability

Kvadrat is liable for damage caused by defective products in accordance with the provision of the Danish product liability act and the unwritten rules of product liability.

Kvadrat is not liable for any damage resulting from the incorrect or unusual use of the products. Kvadrat does not accept complaints on wall covering where the Installation Guide line / 05/07 has not been observed. Furthermore, Kvadrat is not liable for damage to immovable and movable property except in the case of gross negligence on the part of Kvadrat.

If liability accrues subject to the above, it does not include operational loss, loss of time or other indirect loss. Unless otherwise agreed in writing, property damages are limited to DKK 2,500,000 per incident or series of incidents arising from the same delivery.

Where a third party makes a claim for damages against the buyer under the rules on product liability, the buyer must inform Kvadrat without delay. The buyer must hold Kvadrat harmless where third-party liability is imposed on Kvadrat beyond the above-mentioned limitation of liability.

Kvadrat and the buyer are under a mutual obligation to appear as defendants before a court of law hearing a claim for damages resulting from damage allegedly caused by the products. As mentioned under Applicable Law, the relationship between Kvadrat and the buyer is governed by Danish law, and as mentioned under Venue any dispute must be brought before the Maritime and Commercial Court in Copenhagen.

Force majeure

Neither the buyer nor Kvadrat as supplier have any influence on unforeseen events. None of the parties, therefore, are liable for the non-performance of the agreement due to circumstances which it was impossible to foresee (force majeure). This applies, however, only to the extent and as long as said circumstances prevent either party from meeting its obligations under this agreement. The below-mentioned circumstances are considered a cause of exemption on the part of Kvadrat and the buyer if they render the performance of the agreement impossible or unnecessarily onerous: Trade disputes and unforeseen events such as fire, war, mobilisation or military call up, application, seizure, amendments to regulations, currency restrictions, revolution or civil unrest, insufficient transportation, general shortage of materials, restrictions on the use of electricity, etc. and the shortage or delay of deliveries from sub-contractors due to any of the above-mentioned circumstances.

Applicable law

Any dispute in connection with deliveries from Kvadrat must be settled in accordance with Danish law. The Danish international rules on civil law and "United Nations Convention on Contracts of International Sale of Goods" (CISG) do not apply to deliveries from Kvadrat.

Venue

Disputes arising in connection with deliveries from Kvadrat must be settled before the Maritime and Commercial Court in Copenhagen as the court of first instance.

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For further information

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