

IT2Trust A/S Terms and Conditions

§1. General

Any delivery shall be made in accordance with the conditions of sale and delivery specified below.

§2. Quotations

Quotations are valid for one week from the quotation date and must be accepted by the buyer by mail, fax or e-mail before expiring.

IT2Trust confirms all orders by e-mail and any objections by the buyer to the contents of the order must be made in writing without undue delay.

§3. Payment

All deliveries, including installments, must be paid in advance or net cash within 8 days of delivery, unless otherwise agreed in writing with IT2Trust. IT2Trust has entered a factoring agreement with AL Finans A/S. All due amounts must be paid to:

AL Finans A/S
Sluseholmen 2
DK-2450 Copenhagen SV
Account no. 5301 0000 931482
Phone +45 4343 4900
(please state vendor name and invoice number).

Following any delays in payment, a supplementary charge of DKK 100 will be added for each reminder. Payment of the supplementary charges does not limit IT2Trust A/S rights to claim compensation for the additional losses, the buyers' default of payment may have caused.

The buyer is obligated to direct all payments to AL Finans A/S.

No discount or similar set-offs may be made unless expressly agreed in writing by IT2Trust.

§4. Delivering and delay

Term of delivery is Ex Works the buyers address unless otherwise agreed or unless a different delivery address has been provided on the order. Freight and dispatch fees at 10 Euro will be added on all orders delivered to buyers address/email or other agreed address/email in Denmark.

For physical deliveries outside Denmark, further fees may be added. The delivery price can be changed by IT2Trust A/S without further notice. IT2Trust A/S is furthermore entitled to postpone delivery if circumstances arise through no fault of Seller's and which are beyond his control.

A delay in delivery of 5 days through any act of IT2Trust is considered as delivery on time, and for that reason the buyer can has no remedies against IT2Trust.

IT2Trust A/S cannot be held liable for any losses suffered due to late delivery.

If delivery has been delayed for more than 14 working days, either party is entitled to cancel the agreement, unless the delay is caused by acts beyond the control of IT2Trust cf. item 5.

§5. Force Majeure

In the event that delivery on time is temporarily hampered due to force majeure, war, riots, civil disturbances, government interventions or interventions by public authorities, fire, strikes, lockout, export and/or import embargoes, mobilisation, vandalism, exchange control regulations, epidemics, computer virus, hacking, natural disasters, adverse weather conditions, lack of labour, energy and water supplies, or any other reason beyond IT2Trust's control, delivery will be postponed for a period of time equal to the duration of the hindrance. The above is applicable no matter if the reason for the delay occurred before or after the agreed delivery date.

§6. Defects

The Customer must immediately on delivery inspect the supplied goods for any defects.

If the Customer states any original defects in the supplied goods, the Customer must immediately forward a written complaint to IT2Trust with a specification of the defects. If the complaint is not made immediately after an original defect is or should have been stated, the right to claim the defect is lost.

Defective goods will be replaced or remedied at IT2Trust A/S' discretion and costs within reasonable time. If IT2Trust cannot remedy the defect or replace the defective goods, the Buyer is entitled to cancel the purchase or claim a proportional reduction of the agreed purchase price.

If the buyer has not put forward a claim in relation to defects within 3 days of the actual date of delivery, the Buyer cannot subsequently invoke the defect.

§7. Termination Rights

If the buyer fails to fulfil his obligations, IT2Trust A/S is entitled to suspend further deliveries, stop goods in transit and claim compensation according to Danish Law.

§8. Returns

Products can be returned only if a separate written agreement has been made in advance within 14 days from the delivery date. Only standard products in intact and undamaged packing will be accepted for return. In case of return the buyer has to state invoice number, date and reason for returning the product. A minimum fee of 15% of the paid purchase price for the returned supply will be charged by IT2Trust A/S.

§9. Limitation of liability

A compensation claim can never exceed the value of the individual product/service stated on the invoice.

IT2Trust A/S is not liable for any indirect loss or consequential damages or any other losses such as e.g. loss on operations, loss of profits, loss of goodwill, loss of expected saving etc. caused by delays or defects.

IT2Trust A/S shall without undue delay notify buyer in case of force majeure or other circumstances that IT2Trust A/S has no control of. IT2Trust A/S has Product Liability according to the provisions of the Danish Product Liability law, which cannot be deviated from by agreement.

§.10 End user information

The buyer is obligated to inform end user about the conditions in this agreement which might become important to the end users' purchase, use or disposal regarding the product such as patent, copyrights and any guarantees granted by the vendor. The use of the products can be restricted e.g. for nuclear power plants etc. The Buyer is obligated to contact IT2Trust A/S if the products are to be used for other than commercial and private use.

§11. Invalidity and unenforceability

If any of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Conditions which shall remain in full force and effect.

§12. Expiration of Claims

Regardless of the type and basis for a claim, claims can only be raised by any of the parties within two years from when the basis for the claim was or should have been stated. Overdue payments can be claimed within two years from the date when the last payment was received.

§13. Departure

Any deviation from the mentioned sales- and delivery terms must be agreed in writing by all parties involved, even if the Buyer has fulfilled his obligations.

§14. Applicable law and venue

Any disputes shall be settled under Danish law by City Court in Copenhagen.

§15. Interest

In lack of any definite written accept IT2Trust A/S is entitled to payment of interests on amounts due at any time counting from payment date at an interest rate equal to 1 ½ % per month or fraction of a month.