

TERMS AND CONDITIONS OF SALE AND DELIVERY OF ZEDERKOF A/S

SELLER

ZEDERKOF A/S
PRINS CHRISTIANS KVARTÈR 28
7000 FREDERICIA, DENMARK

CVR-nr.: 27711677

 [+45 89121200](tel:+4589121200)

 info@zederkof.com

SCOPE

1.1. These Terms and Conditions of Sale and Delivery apply to all B2B quotations and sales by Zederkof A/S, including sales through Zederkof's webshops, by telephone, email, quotation and other sales channels.

1.2. Zederkof A/S sells exclusively to businesses, public authorities, institutions, organisations, associations and other legal entities acting in the course of their business or professional activities.

By placing an order, the Buyer confirms that the purchase is made in the course of a business or professional activity and not as a consumer.

Zederkof A/S reserves the right to reject or cancel an order if it transpires that the Buyer placed the order as a private consumer.

1.3. These Terms and Conditions of Sale and Delivery may be derogated from only by written confirmation from Zederkof A/S. Terms stipulated by the Buyer are therefore accepted only if Zederkof A/S has expressly confirmed them in writing, including in an order confirmation.

1.4. If any provision of these Terms and Conditions conflicts with mandatory law, this shall not affect the validity of the remaining provisions.



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QUOTATIONS, ORDERS AND FORMATION OF THE CONTRACT

2.1. A sales contract shall not be binding on Zederkof A/S until Zederkof A/S has sent an order confirmation to the Buyer.

The Buyer must promptly check the order confirmation and contact Zederkof A/S in writing if the order confirmation does not correspond to what was requested.

2.2. An order placed via zederkof.com constitutes the Buyer's offer to purchase. An automated message stating that Zederkof A/S has received the order does not in itself constitute acceptance of the order unless the message is expressly designated as an order confirmation.

2.3. Quotations issued by Zederkof A/S constitute invitations to treat only, unless expressly stated to be binding on Zederkof A/S.

Where Zederkof A/S has issued a binding written quotation, the acceptance period shall be 14 days, unless otherwise stated in the quotation.

Oral quotations must be accepted immediately.

2.4. The Buyer may not accept a quotation from Zederkof A/S in part unless Zederkof A/S accepts this in writing.

2.5. The contractual basis comprises solely the quotation, the Buyer's order or acceptance, Zederkof A/S' order confirmation and these Terms and Conditions of Sale and Delivery, together with any other documents expressly incorporated into the contract.

Prior discussions, marketing materials or the Buyer's own terms and conditions do not form part of the contractual basis unless Zederkof A/S has expressly accepted them in writing.

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2.6. Zederkof A/S reserves the right to obtain a credit assessment of the Buyer both before and after formation of the sales contract.

2.7. Zederkof A/S reserves the right to reject an order before sending the order confirmation, including due to products being out of stock, credit circumstances, export or trade restrictions, obvious pricing errors, system errors or other material errors in the webshop or quotation submitted.

PRODUCT INFORMATION, IMAGES AND TECHNICAL INFORMATION

3.1. Zederkof A/S endeavours to ensure that product descriptions, images, prices, dimensions, colours and other information on the website are correct. However, reservations are made for typographical errors, pricing errors, technical errors and other obvious errors.

3.2. Product images are for illustrative purposes. The appearance of colours and materials may vary due to factors including screen settings, lighting conditions and natural variations in the material.

3.3. Specific technical specifications included in Zederkof A/S' order confirmation or official product documentation form part of the contractual basis.

Other information, illustrations and marketing materials are for guidance only, unless expressly agreed otherwise.

3.4. Before ordering, the Buyer is responsible for checking that the product's dimensions, properties and specifications are suitable for the Buyer's intended use.

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PRICES, CURRENCY, VAT AND DUTIES

4.1. All prices are stated exclusive of VAT unless expressly stated otherwise. Prices may be stated in DKK, EUR, SEK, CHF or another currency, depending on the market and webshop.

The currency stated in the order confirmation shall be the applicable currency for the sales contract.

4.2. VAT is charged in accordance with the VAT rules applicable from time to time and depends, among other things, on the country of delivery, the Buyer's business status and the Buyer's VAT registration.

4.3. Sales of goods to a VAT-registered business in another EU Member State may be made without Danish VAT where the applicable VAT requirements are met.

This requires, among other things, that the Buyer has provided a correct and valid VAT registration number in another EU Member State, that the goods are transported from Denmark to another EU Member State, that Zederkof A/S holds the documentation required for the transport and that the sale is correctly reported to the relevant authorities.

At Zederkof A/S' request, the Buyer must assist in obtaining the documentation necessary for the correct VAT treatment of the supply.

If the requirements for a sale without Danish VAT are not met or cannot be documented, Zederkof A/S is entitled to charge the VAT applicable to the sale under the relevant rules.

If the Buyer has provided incorrect or incomplete information, the Buyer is liable for any additional VAT, duties, interest or costs incurred by Zederkof A/S as a direct result thereof.

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4.4. For deliveries to countries outside the EU, including Switzerland, prices are generally exclusive of import VAT, customs duties, customs clearance fees, administration fees and other local taxes and charges, unless expressly stated otherwise in the webshop, quotation or order confirmation.

4.5. The Buyer shall bear such local import costs where the Buyer is responsible for importation under the agreed delivery term.

If Zederkof A/S, by separate agreement, undertakes all or part of the customs clearance or payment of local charges, this shall be stated in the order confirmation.

4.6. Zederkof A/S reserves the right to change prices until formation of the sales contract.

4.7. Zederkof A/S reserves the right to correct obvious typographical, calculation, system and pricing errors.

4.8. Prices exclude freight costs unless otherwise stated. Prices also exclude any fees charged due to order size, mode of transport, payment method, customs clearance or other special circumstances.

ENVIRONMENTAL FEE

5.1. Zederkof A/S charges an environmental fee on orders as a contribution to the company's activities relating to waste management, recycling of materials and other environmental initiatives.

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5.2. The current environmental fee is stated in the webshop, quotation or order confirmation.

On the Danish market, the environmental fee at the time these Terms and Conditions were prepared is DKK 49 per order.

5.3. The environmental fee may be charged whether the order is delivered or collected.

PAYMENT TERMS

6.1. Payment shall be made in accordance with the payment terms stated in the order confirmation or the payment method selected in the webshop.

Unless otherwise agreed, payment shall be made in cash upon delivery by Zederkof A/S.

6.2. For webshop purchases, the Buyer may use the payment methods offered at checkout from time to time.

6.3. Zederkof A/S retains title to the goods until the full purchase price and any associated costs have been paid, to the extent such retention of title may be upheld under applicable law.

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6.4. For goods manufactured to order or other goods produced or customised according to the Buyer's requirements, Zederkof A/S may require full or partial advance payment even if this was not originally stated in the order confirmation.

6.5. Zederkof A/S is entitled to prevent the carrier from releasing the goods if Zederkof A/S considers that adequate security for the Buyer's payment is not in place.

This right of stoppage applies unconditionally if the Buyer is in arrears.

6.6. If the Buyer is in arrears, Zederkof A/S may, without prior notice, terminate sales contracts that have not yet been performed, including remaining parts of successive deliveries.

6.7. In the event of late payment, Zederkof A/S may charge interest at 2% per commenced month and fees in accordance with applicable legislation on interest and debt collection.

6.8. The Buyer may not set off any amount against the purchase price unless the Buyer has an enforceable claim against Zederkof A/S.

6.9. The Buyer may not withhold all or part of the purchase price due to a complaint. Any unjustified withholding shall be deemed a breach of contract.

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DELIVERY AND FREIGHT

7.1. Where Zederkof A/S arranges transport of the goods to the Buyer, delivery shall generally be CPT the delivery destination stated in the order confirmation, Incoterms® 2020, unless otherwise expressly agreed in writing.

7.2. If the Buyer collects the goods or appoints the carrier that is to collect the goods from Zederkof A/S, delivery shall be FCA Zederkof A/S, Prins Christians Kvarter 28, 7000 Fredericia, Denmark, Incoterms® 2020.

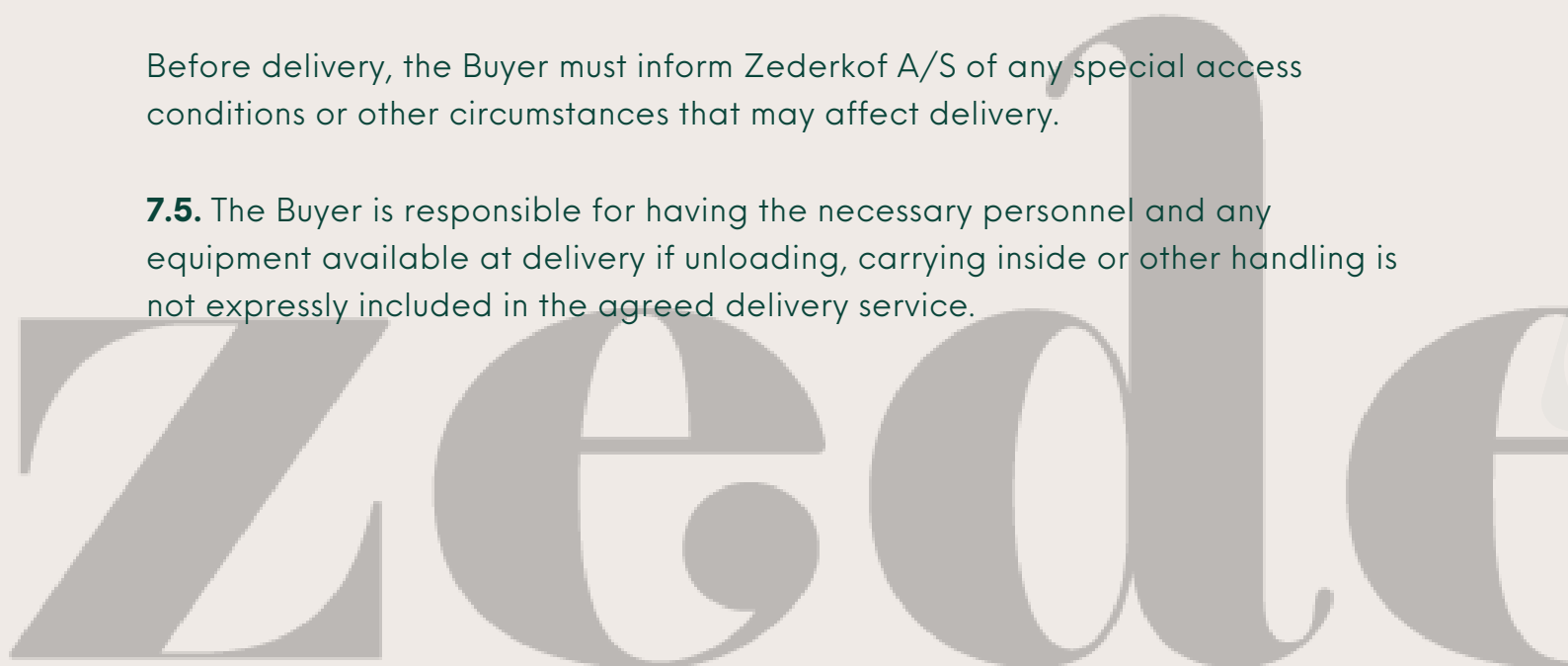
If the Buyer is to collect the goods, they must be collected no later than three business days after Zederkof A/S has notified the Buyer that the goods are ready for collection.

7.3. Where Zederkof A/S arranges transport, the goods shall be transported to the Buyer's address or another address specified by the Buyer.
Physical unloading shall generally be kerbside at the agreed delivery address, unless otherwise agreed or offered by the selected carrier.

7.4. The Buyer is responsible for ensuring that the delivery address is correct, accessible and suitable for the selected form of delivery.

Before delivery, the Buyer must inform Zederkof A/S of any special access conditions or other circumstances that may affect delivery.

7.5. The Buyer is responsible for having the necessary personnel and any equipment available at delivery if unloading, carrying inside or other handling is not expressly included in the agreed delivery service.



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7.6. For delivery under CPT Incoterms® 2020, the risk of accidental loss of or damage to the goods passes to the Buyer when Zederkof A/S hands the goods over to the first carrier for transport to the agreed destination.

For delivery under FCA Incoterms® 2020, risk passes in accordance with the agreed FCA delivery.

7.7. If the Buyer requests that physical delivery at the destination may take place in the Buyer's absence or to a person other than the Buyer, this shall be at the Buyer's risk.

7.8. The Buyer shall be charged all agreed transport costs, including any additional costs arising from the Buyer's failure to comply with the delivery terms, such as unsuccessful delivery, an incorrect address, lack of access or failure to attend.

7.9. The freight price may be calculated based on factors including weight, volume, destination, form of delivery and special access conditions. Certain destinations, including islands, hard-to-reach areas or areas without ordinary road access, may result in additional freight costs.

7.10. If the webshop cannot automatically calculate the correct freight price, Zederkof A/S reserves the right to submit a corrected freight price before issuing the order confirmation.

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INTERNATIONAL DELIVERIES, CUSTOMS AND IMPORTATION

8.1. For deliveries within the EU, VAT and any other duties are handled in accordance with applicable EU rules and national legislation.

For delivery to a country outside the EU, including Switzerland, Zederkof A/S shall arrange the necessary export clearance from the EU in accordance with the agreed delivery term.

8.2. For deliveries to countries outside the EU, Zederkof A/S is responsible for export clearance from the EU and acts as the exporter, unless otherwise expressly agreed in writing.

The Buyer is the importer in the country of destination and is responsible for completing import clearance and for the registrations, permits and other requirements imposed on the importer under the law of the country of destination.

8.3. The Buyer shall bear import VAT, customs duties, customs clearance fees, import charges and other local taxes and costs associated with importation, unless otherwise expressly agreed in writing.

8.4. For deliveries to Switzerland, the Buyer is therefore generally the importer in Switzerland and is responsible for Swiss import VAT, any customs duties, customs clearance and other import-related costs.

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8.5. At Zederkof A/S' request, the Buyer must provide the information and documentation necessary for export, import, customs clearance and transport, including company details, VAT number, EORI number or equivalent registration details, where relevant.

Zederkof A/S must hold the documentation required under applicable rules to evidence export from the EU and the VAT treatment of the sale. At Zederkof A/S' request, the Buyer must assist in obtaining the necessary documentation.

8.6. Any delays attributable solely to processing by customs authorities, import controls or the Buyer's failure to provide the necessary information shall not be regarded as delays for which Zederkof A/S is responsible.

8.7. If Zederkof A/S incurs additional taxes, duties, customs charges or costs as a direct result of incorrect or incomplete information provided by the Buyer, Zederkof A/S is entitled to invoice these to the Buyer.

DAMAGE IN TRANSIT

9.1. Upon receipt, the Buyer must immediately inspect the delivery for visible damage in transit and missing packages.

9.2. Visible damage in transit or missing packages must be reported immediately to the carrier and noted on the consignment note, delivery receipt or equivalent transport documentation.

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9.3. The Buyer must at the same time document the damage to a reasonable extent, including by providing photographs of the packaging and the goods if requested by Zederkof A/S.

9.4. Zederkof A/S is not liable for damage in transit after risk has passed to the Buyer.

The Buyer may not subsequently assert defects against Zederkof A/S if the damage is attributable to transport and should have been identified and reported upon receipt.

DELAY IN DELIVERY

10.1. Any delivery time stated by Zederkof A/S is an estimate only, unless expressly stated otherwise in the order confirmation.

10.2. Delivery of stock items within five business days and special-order items within ten business days after the stated delivery time shall be considered timely delivery.

10.3. For international deliveries, ordinary transit time, customs clearance and other circumstances beyond Zederkof A/S' direct control may result in additional delivery time.

10.4. If the Buyer complains of delay and Zederkof A/S cannot guarantee delivery within a reasonable period, the Buyer is entitled to terminate the sales contract, subject, however, to the provisions on force majeure.

Where delivery is made in instalments, the Buyer may terminate only the part of the sales contract relating to the delayed delivery.

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10.5. If, after formation of the sales contract, it transpires that Zederkof A/S does not have the goods in stock, the Buyer shall be notified as soon as possible.

In such case, the Buyer may terminate the sales contract if Zederkof A/S is unable to deliver within a reasonable period specified by the Buyer.

10.6. The Buyer may not claim a proportionate reduction in price or other financial compensation solely as a result of delay.

REFUSAL OR FAILURE TO TAKE DELIVERY

11.1. If the Buyer refuses to take delivery of the goods, fails to collect the goods from the carrier or the carrier's depot, or if delivery cannot be completed due to circumstances attributable to the Buyer, the Buyer is responsible for the associated costs.

11.2. If the goods are returned to Zederkof A/S, Zederkof A/S shall have full right of disposal over the goods.

11.3. Refusal or unjustified failure to take delivery of the goods shall constitute a material breach of contract and entitle Zederkof A/S, among other things, to make a cover sale and claim damages for its loss, including transport, storage, return and handling costs and loss of profit.

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DUTY TO INSPECT AND NOTIFICATION OF DEFECTS

12.1. Upon receipt, the Buyer must inspect the goods and immediately notify Zederkof A/S in writing if the goods do not conform to the agreement, if goods or parts are missing, or if there are visible defects.

12.2. Notice of defects must be received by Zederkof A/S no later than five business days after the date on which the Buyer discovered or ought to have discovered the defect.

12.3. Notice must be given in writing and must include a specific description of the alleged defect.

Zederkof A/S may require photographs, video, serial number, order number or other reasonable documentation necessary for processing the complaint.

12.4. Notice received after the time limit specified in clause 12.2 shall not be timely.

12.5. The Buyer's contractual right to make claims in respect of defects in the goods expires 12 months after receipt.

For purchases of second-quality goods and goods from Zederkof's outlet, the right to make claims in respect of defects expires six months after receipt.

The time limit for defect claims is independent of any warranty under clause 13. Expiry of the time limit for defect claims therefore does not prevent the Buyer from making a claim under a warranty that remains in force, provided the warranty conditions are met.

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12.6. Information about the goods provided by Zederkof A/S before formation of the contract shall be regarded solely as promotional statements, unless it consists of specific technical specifications forming part of the contractual basis.

The Buyer may not rely on information about the goods provided by third parties.

12.7. For goods purchased as used, the Buyer may assert defects only if the defect impairs functionality.

12.8. Zederkof A/S may not be held liable for any third-party allegation that the goods infringe intellectual property rights belonging to that third party, unless otherwise required by mandatory law.

12.9. If a complaint is justified, Zederkof A/S has the right, in the first instance, to remedy the defect.

At Zederkof A/S' option and having regard to the nature of the defect, the remedy may consist of repair or replacement of the defective part.

If remedy is not possible or cannot be completed within a reasonable period, the matter may, depending on the circumstances, be resolved by replacement delivery or a proportionate reduction in the purchase price.

The Buyer may terminate the purchase in respect of the affected goods only if the defect is material and Zederkof A/S has not remedied the defect or offered another reasonable solution within a reasonable period.

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WARRANTY

13.1. Zederkof A/S provides a separate warranty covering manufacturing defects that impair functionality or pose a safety risk to the user.

Unless otherwise stated for the specific product, the warranty applies for three years from the date of delivery.

The warranty is a separate, voluntary warranty and does not alter the duration of the time limit for defect claims under clause 12.

After expiry of the time limit for defect claims, the Buyer may therefore continue to invoke the warranty within the warranty period, but only in respect of matters covered by the warranty.

13.2. If a longer or shorter warranty period is expressly stated in the product information, quotation or order confirmation, the specifically stated warranty period shall apply.

13.3. The warranty covers only defects attributable to the manufacture of the goods and does not cover ordinary wear and tear, improper use, incorrect assembly, inadequate maintenance, damage, modifications made by the Buyer or a third party, or use contrary to the product instructions.

13.4. A warranty claim must be submitted in writing as soon as possible and no later than five business days after the Buyer discovered or ought to have discovered the relevant defect, and in all circumstances before expiry of the warranty period.

Zederkof A/S may require photographs, video, serial number, order number or other reasonable documentation necessary to assess the warranty claim.

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13.5. Where a warranty claim is accepted, Zederkof A/S has the right, in the first instance, to remedy the defect covered by the warranty by repairing or replacing the defective part.

If this is not possible or reasonable, Zederkof A/S may replace the goods or offer another appropriate solution.

The warranty does not in itself entitle the Buyer to a reduction in price or termination after expiry of the time limit for defect claims unless Zederkof A/S expressly accepts this.

13.6. The warranty covers only the cost of the goods themselves or the relevant defective part.

The Buyer shall bear any freight costs associated with the warranty claim unless otherwise agreed in writing.

13.7. Goods sold as used, second-quality or through Zederkof's outlet are not covered by the warranty.

USE OF THE PRODUCTS AND LOCAL RULES

14.1. For deliveries within the EU, Zederkof A/S warrants compliance with the product requirements imposed on Zederkof A/S by mandatory law in connection with the lawful marketing and sale of the goods in the EU.

14.2. For deliveries to Switzerland or other countries outside the EU, the product requirements that Zederkof A/S is obliged to meet under mandatory law or has expressly confirmed to the Buyer in writing shall apply.

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14.3. The Buyer is responsible for investigating whether the specific use of the product at the Buyer's location requires local permits, regulatory approvals or compliance with particular national or local rules.

This may include rules relating to construction, fire safety, the working environment, assembly, securing, events, public use or other site-specific use.

14.4. Zederkof A/S is not responsible for any failure to obtain regulatory approval for the Buyer's specific installation or use unless Zederkof A/S has expressly assumed responsibility for that approval in writing.

PURCHASE ON APPROVAL

15.1. Where the goods have expressly been purchased on approval, the Buyer is bound by the purchase if the Buyer has not notified Zederkof A/S in writing no later than five business days after receipt that the Buyer does not wish to retain the goods.

15.2. If the Buyer does not wish to retain the goods, the Buyer must immediately return them to Zederkof A/S.

The Buyer shall bear all freight costs, including return costs.

15.3. The goods must be returned in the same condition as upon delivery and must not have been used or appear to have been used.

The original packaging must be included and be in a condition that permits the goods to be resold as new.

15.4. The purchase price shall be refunded once Zederkof A/S has received and approved the returned goods in accordance with the above.

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GOODS MANUFACTURED TO ORDER AND CUSTOM-MADE GOODS

16.1. For goods manufactured to order, the Buyer is responsible for ensuring that Zederkof A/S receives all information, files, dimensions, specifications, approvals and other material necessary for production in due time.

16.2. The Buyer is responsible for the accuracy of the information and specifications provided by the Buyer.

16.3. Zederkof A/S is not responsible for the manufacturer's chosen solution in respect of matters that the Buyer has not described or has described unclearly.

16.4. The Buyer's remedies for breach in relation to goods manufactured to order are limited to the remedies available to Zederkof A/S against the manufacturer.

Any claim for damages against Zederkof A/S is correspondingly limited to the amount that Zederkof A/S may be able to recover from the manufacturer.

TRADE-INS

17.1. Zederkof A/S accepts items in trade only by express written agreement.

17.2. The Buyer warrants that items to be accepted by Zederkof A/S in trade are thoroughly cleaned, free from defects impairing functionality, free and clear of any encumbrances, and that the Buyer has full title to the items.

17.3. If the Buyer fails to comply with these conditions, Zederkof A/S may refuse to accept the items and demand cash payment corresponding to the agreed value of the trade-in items.

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RIGHT OF WITHDRAWAL, RETURNS AND EXCHANGES

18.1. The Buyer has no right of withdrawal.

This also applies to purchases made via zederkof.com, as the webshop is intended exclusively for B2B trade.

18.2. Zederkof A/S may, subject to prior agreement, accept the return of goods.

No goods may be returned without Zederkof A/S' prior approval.

18.3. Goods accepted for return must be returned in the same condition as upon delivery and must not have been used or appear to have been used or damaged.

The original packaging must be included and be in a condition that permits the goods to be resold as new.

If the returned goods do not meet these requirements, Zederkof A/S may reject the return.

18.4. The Buyer shall bear all freight costs for returns.

For international returns, the Buyer shall also bear any costs of export, import, customs clearance and other administrative costs, unless otherwise agreed in writing.

18.5. For an accepted return, the purchase price shall be refunded less a deduction of 10% of the invoice price.

Any original freight costs and other costs incurred shall not be refunded unless otherwise agreed.

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18.6. Custom-made or customised goods are not returnable.

Discontinued goods, used goods, second-quality goods and goods purchased through Zederkof's outlet are not returnable unless otherwise agreed in writing.

18.7. Goods may be exchanged only by agreement with Zederkof A/S and against payment of Zederkof A/S' additional costs, including transport costs.

18.8. Returned goods may not be sent cash on delivery or by any other method that imposes a payment obligation on Zederkof A/S upon receipt, unless agreed in writing in advance.

FORCE MAJEURE

19.1. Zederkof A/S is not liable for failure or delay in performance where this is due to circumstances that Zederkof A/S could not reasonably have foreseen, avoided or overcome.

Force majeure includes, but is not limited to, supplier failure, product shortages, production stoppages, strikes, lockouts, blockades, war, terrorism, epidemics or pandemics, natural disasters, fire, extreme weather, transport obstacles, closure of ports or borders, import or export bans, sanctions, currency restrictions, customs restrictions, government intervention, energy shortages, major IT outages, cyberattacks and other similar circumstances beyond Zederkof A/S' reasonable control.

19.2. Zederkof A/S may also invoke force majeure if the cost of an alternative supply or alternative method of delivery exceeds the agreed purchase price.

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19.3. If the Buyer complains of delay, Zederkof A/S must notify the Buyer within five business days of the complaint if the delay is due to force majeure.

19.4. If Zederkof A/S has not delivered the goods no later than one month after receiving the Buyer's complaint, the Buyer may withdraw from the sales contract.

If the Buyer withdraws, the Buyer may not assert any further claims against Zederkof A/S other than repayment of any purchase price paid in advance for the undelivered goods.

EXPORT CONTROLS AND TRADE RESTRICTIONS

20.1. Delivery is conditional upon the sale and transport being capable of completion in accordance with applicable export controls, international sanctions and other trade restrictions.

20.2. Zederkof A/S is entitled to reject, suspend or cancel an order without liability for damages if, in Zederkof A/S' reasonable assessment, performance would contravene applicable export controls, sanctions or other mandatory law.

20.3. The Buyer may not resell, export or otherwise transfer products purchased from Zederkof A/S in contravention of applicable export controls or sanctions.

zederkof

ZEDERKOF A/S
PRINS CHRISTIANS KVARTÈR 28
7000 FREDERICIA, DENMARK

CVR-nr.: 27711677

 **+45 89121200**

 **info@zederkof.com**

LIMITATION OF LIABILITY

21.1. Any claim for damages against Zederkof A/S may not exceed the invoiced amount for the relevant goods or sales contract to which the event giving rise to liability relates.

21.2. Zederkof A/S is not liable for indirect loss, including, but not limited to, operating loss, loss of margin, loss of revenue, loss of profit, financing costs, loss of use of resources, loss of data or claims made by the Buyer's customers.

21.3. Any claim against Zederkof A/S arising from product liability is limited to the amount that Zederkof A/S may be able to recover from its supplier or manufacturer, to the extent such limitation may be upheld under applicable law.

21.4. The limitations in this section do not apply to the extent that liability may not lawfully be limited or excluded.

INTELLECTUAL PROPERTY RIGHTS

22.1. All intellectual property rights in Zederkof A/S' product materials, images, drawings, texts, designs, catalogues and other materials belong to Zederkof A/S or Zederkof A/S' licensors, unless otherwise stated.

22.2. Purchase of goods does not entail the transfer of any such intellectual property rights.

PERSONAL DATA

23.1. Zederkof A/S processes personal data in connection with quotations, orders, payment, delivery and customer service in accordance with Zederkof A/S' privacy policy applicable from time to time.

23.2. The current privacy policy is available on Zederkof's website.

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GOVERNING LAW AND ARBITRATION

24.1. The contract and all matters between the Buyer and Zederkof A/S shall be governed by the substantive laws of Denmark, excluding Danish conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

24.2. Any dispute arising out of or in connection with this contract, including any dispute regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration and in force at the time the arbitration proceedings are commenced.

24.3. The arbitral tribunal shall consist of one arbitrator.

24.4. The seat of arbitration shall be Copenhagen, Denmark.

24.5. The language of the arbitration shall be English.

LANGUAGE VERSIONS

25.1. These Terms and Conditions of Sale and Delivery may be made available in several languages.

25.2. In the event of any discrepancy or difference in interpretation between the various language versions, the English version shall prevail, unless otherwise required by mandatory law.

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AMENDMENTS AND APPLICABLE VERSION

26.1. Zederkof A/S may amend these Terms and Conditions of Sale and Delivery from time to time.

26.2. Amendments apply only to sales contracts entered into after the effective date of the new version.

For each individual order, the version of the Terms and Conditions of Sale and Delivery in force at the time the sales contract was formed shall apply.

26.3. The version applicable from time to time is available at zederkof.com.

Effective from: 26 August 2026

These Terms and Conditions of Sale and Delivery supersede all previous international terms and conditions of sale and delivery for B2B sales via zederkof.com.

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