

Terms and conditions of sale and delivery – Business (B2B)

If you are doing business with Nordlux (B2B), including via our webshop www.nordlux.com, the following terms and conditions of sale and delivery apply:

1. Contractual basis

These terms and conditions of sale and delivery apply to orders and purchases from Nordlux A/S, CVR-no. 10216990 as well as the Nordlux Group subsidiaries: Nordlux GmbH, Nordlux France, Nordlux UK & Eire, Nordlux Sweden, and Nordlux Norway (Lampekonsulenten). These terms together with the parties purchase agreement and Nordlux's offer, order confirmation and invoice constitutes the full agreement.

If there is a conflict between Nordlux's order confirmation, the parties co-operation agreement and/or these terms and conditions they shall prevail in that order.

The buyer's terms and conditions of purchase shall not apply unless they are accepted in writing by Nordlux. In case of conflict between the buyer's terms and conditions and Nordlux's terms and conditions the latter shall prevail.

2. Conclusion of purchase agreement

An order is not binding for Nordlux before the buyer has received a written or electronic order confirmation from Nordlux. If the order confirmation deviates from the buyer's order and if the buyer will not accept such deviation, the buyer must in writing notify this to Nordlux within 5 days from the receipt of Nordlux order confirmation, but no later than 1 day before the delivery date.

If the buyer cancel the order before delivery, but after having accepted Nordlux's order confirmation, the buyer shall cover all costs Nordlux may have in relation to the cancellation, including – but not limited to – loss of profits.

Offers from Nordlux is only binding on Nordlux, if Nordlux receives an unqualified acceptance from the buyer within 8 days of the offer.

Nordlux's information on price, delivery, characteristics, capacity and technical data is purely indicative and does not constitute a warranty or guarantee. Nordlux is not liable if the delivered products does not meet the buyer's needs or purpose of use.

3. Prices

All prices, including prices according to Nordlux's price lists, are daily prices excl. VAT, other public taxes and packaging for transportation. Nordlux is without notice entitled to change the price lists and catalogues.

Nordlux is entitled to adjust the price if the production and delivery costs as well as the costs to suppliers are increased by more than 5 % in the period from Nordlux order confirmation and until delivery.

If the buyer cannot accept the adjusted price, the buyer is in writing entitled to cancel the order within 8 days of the notification of the adjustment.

Nordlux prices are per unit and based on purchase in full packaging units. A fee will be invoiced in case of breakage of the packaging unit.

4. Terms of delivery

Delivery is according to the ICC's INCOTERMS 2010 Ex Works clause, after which, when the goods are ready for delivery, the risk passes and all costs associated with the transport are borne by the buyer. The buyer is in due time obligated to notify Nordlux of the means of transportation. If Nordlux does not receive the notification in due time, Nordlux is entitled to choose the means of transportation at the buyer's risk and expense.

In the event that the delivery is delayed, Nordlux is obligated to inform the buyer of the delay. The buyer cannot put forward any claims, including economical claims, against Nordlux due to the delay, but the buyer is entitled to cancel the purchase, if the delay is more than 60 days from the agreed delivery date. However, the buyer is not entitled to cancel the purchase if the delay is due to force majeure, the buyer's fault or the carrier's fault.

In the event that the buyer does not take delivery at the agreed delivery date, including breach of the obligation to collect the goods, Nordlux is entitled to terminate the agreement and claim damages. Furthermore, Nordlux is entitled to resell or store the goods at the buyer's risk and expense.

Return of goods and packaging can only take place by prior written agreement, and only with an applied Nordlux return order number, and will be at the buyer's expense. Pallets, boxes or other packaging, which are charged separately, will not be credited.

Does the return arrive without a clearly written return order number, Nordlux will refuse to accept the shipment.

A return shipment will be approved by Nordlux, when the following criteria are met:

- max. 4 weeks to cancel the order between Nordlux and Nordlux' customer (from date of invoice)
- Nordlux take a handling fee of 25%, which is deducted from the credit note
- The item must be in intact packaging and must not have been opened
 - o By intact packaging is meant resaleable packaging without pressure marks, without labels, without handwriting

A return shipment will be refused, if the sales packaging is not intact upon arrival at Nordlux warehouse, and Nordlux will invoice a handling fee on 25% of the value of the goods refused, covering

Nordlux' handling of the shipment. The customer will be asked to pick up the refused items, which must be done within 2 weeks. If the item will not be picked up within 2 weeks, Nordlux will destroy it.

5. Terms of payment

The terms of payment is net 20 days, provided Nordlux can obtain a credit insurance via the credit insurance company Atradius. First order is against prepayment.

In the event of late payment an interest of 2 percent per commenced month will be added, until payment is made.

The buyer is not entitled to offset all or part of the purchase price, and any notice of lack of conformity in accordance with section 7 does not entitle the buyer to withhold the purchase price.

If the buyer breaches one or more of the mentioned obligations, including the obligation to pay the purchase price, Nordlux is entitled to cancel the agreement, sell the goods at the buyer's expense to a third party and/or claim damages. Nordlux is entitled to claim damages for its losses, including indirect losses.

6. Retention of title

Subject to the restrictions imposed by mandatory law, the goods shall remain the property of Nordlux until the entire purchase price plus the accrued costs has been paid to Nordlux.

This retention of title clause is still in force, if the goods will be used in the buyer's products or mixed with the buyer's goods of other suppliers. In that event the retention of title shall comprise the transformed or processed product to an extent equal to the value represented by the sale from Nordlux.

The buyer is obligated to keep the goods insured against theft, burglary, fire etc. as long as the goods are covered by this retention of title clause.

7. Notice of lack of conformity

Any notice of lack of conformity shall be submitted within 8 days from receipt of the goods. If the defect is non-visible a notice of lack of conformity shall be submitted within 8 days from the date the buyer becomes aware or should have become aware of the lack of conformity, but no later than 1 year from the date of delivery.

Despite the above mentioned, the buyer is obligated to submit a notice of lack of conformity to Nordlux in such a timely manner that Nordlux will be able to submit notification to the carrier, if Nordlux has been responsible for the transportation and the defects on the goods are due to the transportation. Nordlux cannot be held liable, if the buyer does not submit a notice of lack of conformity in due time.

Prior to returning the goods, Nordlux shall accept the complaint. A notice of lack of conformity shall be in writing and contain a precise indication of the defects.

Nordlux is not liable in the event of defects, damages or wears occurs due to improper use, breach of instructions and guidelines, improper assembly by the buyer, changes made to the goods by the buyer or repairs that the buyer has done incorrectly, lack of maintenance and common wear and tear. Nordlux is not liable for other direct or indirect costs due to defects in one of Nordlux's products.

8. Limitation of liability

Nordlux is liable under the general rules of Danish law. However, Nordlux cannot be held liable for the buyer's indirect losses, including – but not limited to – loss of business, loss of profits, loss of goodwill or any other incidental loss.

Nordlux's liability is any event limited to the value of the goods supplied.

9. Force majeure

Nordlux cannot be held liable if the failure to fulfil its obligations is due to a reason beyond Nordlux's control, such as strikes, lock-outs, export or import bans, embargos, delayed or inadequate delivery of materials from subcontractors, unexpected stop of production, lack of energy resources or transport, hacker attacks, unforeseen downtime on systems, seizures and other similar circumstances.

In case of force majeure, Nordlux is entitled to extend the delivery time accordingly or to cancel the agreement. Save as if the agreement is canceled, the parties is obligated to fulfil the agreement upon the cease of the force majeure event. Both parties are entitled to cancel the agreement if the force majeure event occurs for more than 3 months.

10. Product liability

Subject to the restrictions imposed by mandatory law, Nordlux is only liable for damage caused by products to persons or property if it is proved that the damage is due to defects or negligence on a product supplied by Nordlux and it is proved that 1) the product is defect, 2) the damage is due to the defect, and 3) there is causal link between the defect and the damage.

Furthermore, Nordlux is not liable for damage to real estate and damage to chattels that occurs while the product is in possession of the buyer. Nordlux is as well not liable for damage on products that is manufactured by the buyer and in which the product supplied by Nordlux is included.

The buyer is obligated to indemnify Nordlux if Nordlux is held liable and the liability is beyond the liability described above. The buyer is obligated to have a product liability insurance covering any product liability that may be claimed against the buyer without recourse against Nordlux.

The buyer is obligated to accept a legal action brought against the buyer at the same court or arbitration tribunal that is processing an action against Nordlux regarding product liability.

11. Intellectual property

Nordlux has the exclusive right to all copyrights, design rights, trademark rights and other intellectual property rights (registered as well as non-registered) that is used, created or contained in or arising as a result of or in connection with the delivery of Nordlux's goods.

12. Online purchase

By using www.nordlux.com, the buyer accepts that Nordlux is using cookies. A cookie is a small text file that is stored on the buyer's computer in order to keep track on the buyer's actions on the webpage and in order to recognise the computer. A cookie is not a program and it does not contain any viruses.

13. Governing law and jurisdiction

Trade between the parties are subject to Danish law.

Any dispute that may arise in connection with the parties trade shall be settled by a Danish court with the District Court of Aalborg as first instance.