

## Sales and delivery terms

The terms and conditions shall apply regarding the submission of tenders, supplies and services delivered by here&after ApS.

Maserativej 5, DK-7100 Vejle

CVR: 415223433

Unless otherwise agreed in writing.

### 1. Quotes

Unless otherwise stated, the quotation shall be valid for 30 calendar days from the date of the quote, provided that no changes have been made regarding cost price, exchange rates, taxes etc.

### 2. Terms of delivery

Unless otherwise agreed, delivery shall take place without delay. If delivery has been agreed to take place in a certain week, delivery at the end of this week shall be considered timely.

Here&after ApS shall be entitled to postpone the time of delivery in the following instances:

- a. Changes to the product and/or order requested by the Customer,
- b. Delayed deliveries or services the Customer has agreed to carry out or which the Customer has booked a third party to carry out,
- c. The Delivery must be stopped or delayed due to force majeure, which here&after ApS could not reasonably have foreseen, avoided, or overcome, or if the before mentioned is due to an act of any sub-supplier(s), which here&after ApS has employed to meet the agreement.

In the event of any delay pursuant to clauses

a) and b), here&after ApS reserves the right to adjust the agreed price in accordance with the increased costs – or alternatively cancel the agreement without becoming liable to the Customer.

The Customer is obliged to examine the goods immediately upon receipt.

The Customer is solely entitled to compensation due to delay in delivery provided that the Customer can provide documentation that the delay is a fault of here&after ApS.

### 3. Return of goods

Only stocked products which are in intact packing and undamaged will be accepted for return.

Prior written consent from here&after ApS is required for all returns, and a minimum 20% return fee will apply.

Return of goods shall be authorized in writing by here&after ApS and shall be sent carriage free to our warehouse:

Here&after ApS

Maserativej 5, DK-7100 Vejle

A copy of the invoice shall be enclosed with the returned goods. Returned goods without prior acceptance will be rejected.

Depending on the written agreement with here&after ApS, there will be a handling fee on the return.

Returned orders worth less than 70 Euro excl. VAT shall not be credited. Non-stocked, specialty- or customized goods cannot under normal circumstances not be returned.

Goods delivered in measured sizes/lengths, including "made-to-measure" profiles and rails, are not returnable.

All freight charges etc. associated with the return of goods fall on the Sender.

### 4. Cancellation of goods

Once the order confirmation is received, cancellation of the order is not possible unless you have a prior written agreement with here&after ApS.

## 5. Complaints

All complaints regarding the product must be notified within 8 calendar days of receipt. If a manufacturing defect can be demonstrated, the goods will be replaced or repaired by here&after ApS.

Here&after ApS shall not be liable for common assembly malfunctions. At no time shall here&after ApS be liable for any business interruption, time loss, loss of profits or similar incidental losses, including daily fines imposed on the Customer.

## 6. Prices

Prices are quoted in Euro, unless otherwise stipulated. The prices are quoted excluding VAT and other taxes, as well as any packaging or delivery cost. Upon deliveries not covered by binding offers, the current price on the delivery date shall apply.

Prices are subject to external price changes. Here&after ApS shall not be liable for any misprints in the price lists. For orders worth less than 335 Euro excl. VAT and other taxes, a service fee of 35 Euro and VAT will be added.

## 7. Terms of Payment

Here&after ApS shall determine the Customer's terms of payment, including any cash discount, based on an individual assessment of available credit.

The invoice should be paid within 8 calendar days of receipt. In case of overdue payment, an interest charge of 2% for every month from date of payment will be added. A reminder fee will be added in accordance with applicable law.

Here&after ApS reserves the right of ownership until the goods, including the delivery, shipping etc. expenses incurred, has been paid by the Customer, or a collateral security agreement has been made. Until such payment has been made, the Customer shall not be entitled to resell the goods or otherwise dispose the goods in any manner that conflicts Here&after ApS reservation of ownership.

## 8. Claims

Products subject to manufacturing- or material defects shall be repaired or replaced without charge to the extent that the sub-suppliers' warranty guarantees. The defective products shall be returned Franco incl. a copy of the invoice and a completed claim form.

A 5-year warranty is given on LED chip and driver within rail spotlights and down lights, from the date of manufacturing. Faulty components will be similarly replaced without charge.

The warranty only covers product defects proven to be caused by material defects, construction defects or manufacturing defects.

The warranty will only apply provided that:

- a) The product is used in accordance with the specifications and installation manuals.
- b) Maintenance and repair operations on the products are performed exclusively according to the manufacturer's instructions and only by qualified personal.
- c) Services such as (but not limited to) software updates or feature extensions are carried out exclusively by the manufacturer or a third party designated by the manufacturer.
- d) No changes and/or repairs are made to the product without written authorization from the company.

The services performed under the warranty will not extend the original warranty.

Here&after ApS is not liable if a malfunction is due to poor maintenance or faulty electrical installations.

## 9. Environmental fee

Each sales order will incur an environmental fee of EUR 8.00.

## 10. Governing law and jurisdiction

Litigation and disputes shall be settled fully and finally under Danish law and jurisdiction in the first instance in Denmark where Here&after ApS has its venue, currently the Vejle City Court.

## 11. Responsibility

Here&after ApS shall not be liable for damages or defects caused by:

- a) Damages occurred during transport.
- b) Improper installation, use and maintenance of the product due to not following the installation manual and product instructions of the product.
- c) Use of the product in conditions that do not comply with technical regulations, in relation to the environment in which the product is installed (for example, room temperature, humidity, possible interference with electrical components or equipment)
- d) Extraordinary wear and tear of parts and components.

By completing the order, it is understood that the customer has previously verified that the products are suitable for the intended use in the country of destination, thereby excluding any liability of here&after Aps for the consequences arising from any differences in construction or certification.

## 12. Disclaimer

here&after ApS is not responsible for printing errors and reserve the right to make changes to prices, taxes, and product specifications without prior notice.

## 13. Intellectual Property

All intellectual property including, but not restricted to, design, presentations, drawings, and light calculations are the property of here&after ApS. This material is not to be passed on without prior written agreement from here&after ApS.

It is expressly forbidden to copy, even partially, images and descriptions included in our written and electronical commercial documents. At any time and without any early notice or obligations here&after ApS reserves the right to carry out amendments and/or updates relating to products or whatever indicated in the documents themselves according to the manufacture and equipment implementation required.

**here&after**