
Terms and Conditions

I. General

1. Terms which differ from the published terms and conditions, in particular any specific terms stipulated by the buyer, shall not be binding unless confirmed in writing by Akasel A/S (in the following called Akasel).

II. Offer and acceptance

1. Any offer made by Akasel is non-binding and subject to confirmation. An order is not binding on Akasel until a written order confirmation has been sent.
2. All prices are quoted exclusive of VAT.
3. If, from the time of the order confirmation to the time of delivery, changes occur in taxes, rates of duty, freight rates or costs of raw materials, Akasel shall be entitled to increase prices accordingly. Unless otherwise agreed, the goods shall be shipped ex works (Incoterms 2021) at the buyer's expense and risk.
4. A minimum purchase of €50.00 is mandatory.

III. Delivery

1. Delivery within two weeks from the delivery time stipulated in the order confirmation shall constitute timely delivery and shall not entitle the buyer to enforce any kind of remedy for breach.
2. All orders are accepted subject to force majeure. Strike or lockout, fire or water damage, engine breakdown, power shortage, war at home or abroad, shortage of raw materials, or other similar obstacles shall entitle Akasel at its discretion to fully or partly postpone delivery of the goods. If the mentioned obstacles can only be overcome at unreasonably high costs or cannot be overcome at all, Akasel shall be entitled to cancel the order.
3. Goods can only be returned by prior arrangement.
4. In case of orders manufactured according to the buyer's specifications, Akasel shall be entitled to deliver plus/minus 10 percent of the agreed quantity.

IV. Payment

1. Akasel's terms of payment are payment in advance or 30 days net cash at delivery.
2. If payment is not effected on time, Akasel shall be entitled to charge 1.5 percent interest per month or fraction of a month from the due date of the invoice. The issue of an interest note shall be subject to a €10.00 charge.

3. If Akasel should find that the buyer's ability to pay has deteriorated after the order has been placed, Akasel shall be entitled to execute the order subject to the buyer's guarantee or prepayment of the amount to be paid, at Akasel's discretion. Payment shall be made free of charge to Akasel.
4. The purchased goods shall remain the property of Akasel until the purchase amount has been paid in full.

v. Complaints and liability

1. Complaints shall be made in writing and without undue delay after the buyer has received the goods and immediately after the buyer has ascertained or should have ascertained any defects in the goods.
2. No matter whether such defects can be ascribed to Akasel, Akasel's liability shall be limited to redelivery of the goods free of charge.
3. Akasel shall be liable for defects only to the extent that such liability is based on mandatory statutory provisions. Akasel shall not be liable for operating loss, loss of time or profit or other indirect loss. Under no circumstances, including accidental damage or damage caused by ordinary negligence, shall Akasel's liability exceed the invoiced amount for the goods in question.
4. If Akasel should be held liable towards a third party for any damage which is due to the buyer's circumstances, the buyer shall be obliged to indemnify Akasel for any loss suffered. Also, the buyer accepts to be sued in the same court of law which deals with the legal action instigated against Akasel.
5. Any technical information, specification, product information, catalogue, brochure, user manual etc. regarding the operation and use of the products, as well as any other technical data on the products which have not been confirmed in writing under the agreement with the buyer shall be intended as guidance only and shall not be binding on Akasel.

VI. Disputes

1. Any disputes between the buyer and Akasel which cannot be settled by negotiation, shall be subject to Danish law and shall be referred to settlement in the Maritime and Commercial Court in Copenhagen.

updated: 2021.12.08