

Terms of sale and delivery

These general terms of sale and delivery apply to all Kvadrat deliveries. The aim is to briefly describe the terms which apply to the delivery of Kvadrat products and which go beyond what is required by current Danish legislation.

Contractual basis

In principle, Kvadrat deliveries are covered by the Danish Sale of Goods Act. In addition, Kvadrat relies exclusively on the below-mentioned exceptions or on a written agreement entered into for a specific transaction. Thus, Kvadrat does not accept any terms of sale stipulated by the buyer before or after the issue of the order confirmation, unless confirmed in writing by Kvadrat.

An offer quoted by Kvadrat is not binding until Kvadrat has received the buyer's acceptance and has issued an order confirmation. Any offer made by Kvadrat is valid for 90 days from the date of the offer. The order confirmation and these general terms constitute the purchase agreement entered into between the buyer and Kvadrat.

All prices quoted by Kvadrat are based on these general terms and reflect the limited liabilities of Kvadrat. Where a buyer wants to deal with Kvadrat on other terms than these general terms, this may be agreed separately and Kvadrat may make a revised quotation.

Kvadrat Roller Blinds

Where a delivery includes the delivery of Kvadrat Roller Blinds, the special terms set out in Appendix 1 will apply to the delivery in addition to the terms set out herein.

Soft Cells

Where a delivery includes the delivery of Soft Cells, the special terms set out in Appendix 2 will apply to the delivery in addition to the terms set out herein.

Ready Made Curtain

Where a delivery includes the delivery of Ready Made Curtain, the special terms set out in Appendix 3 will apply to the delivery in addition to the terms set out herein.

Purchase price

The purchase price is quoted in the order confirmation exclusive of VAT and other indirect taxes. Where the purchase price is not mentioned in the order confirmation, the price applicable on the date of delivery applies. Kvadrat may adjust the purchase price if overall manufacturing costs increase due to unforeseen circumstances such as an increase in the price of raw materials, direct and indirect taxes, etc.

Delivery

When the terms and conditions of delivery have been agreed, they must be construed in accordance with the INCOTERMS applicable at the time of purchase. Unless otherwise agreed, delivery is Ex Works. Kvadrat handles shipping and determines the method of dispatch. Dispatch is made at the buyer's expense, risk, etc. Other terms and conditions must be agreed separately.

Duty of complaint and examination

The buyer is obliged to examine the products carefully upon receipt and to report and describe any product defect which it has or ought to have noted without undue delay and not later than eight days from receipt. The buyer is not entitled to later invoke any defects which would have been revealed by such examination.

Payment

Unless otherwise stated, Kvadrat's terms of payment are 30 days from the date of the invoice. In the event of late payment, i.e. later than the due date of the invoice, default interest is added subject to the provisions of the Danish Interest Rate Act, i.e. at a monthly rate equal to Denmark Nationalbank's reference rate of interest + 1%.

Conditional sale

To the extent that conditional sale is permitted under current legislation, the products remain the property of Kvadrat until payment has been made.

Product consistency

Kvadrat guarantees that the products meet the specifications set out in the order confirmation subject, however, to the level of tolerance deemed acceptable by the industry. Kvadrat does not guarantee product suitability for specific purposes unless specifically requested by the buyer and this is specifically mentioned in the order confirmation.

Adviser responsibility

Advice provided by Kvadrat on the specific suitability of the products is indicative only. As the buyer's application of the products is beyond the control of Kvadrat, Kvadrat is not liable for the buyer's actual use of the products. Kvadrat is not liable for any damage or loss arising out of the buyer's incorrect or unusual application of the products.

Marketing

Any reference to Kvadrat and its products for own promotional purposes is subject to the written permission of Kvadrat.

Defects and delays

Corresponding to our quality standards and technical instructions, Kvadrat strives to supply first quality products on time and to all its customers, according to industrial standard we allow one fault per 10 meters.

Kvadrat, therefore, is not liable for any indirect damage or loss suffered by the buyer, including loss of production, profit, loss due to market fluctuations or any other operational loss irrespective of whether Kvadrat may be held responsible for such loss.

Kvadrat's defects liability period expires 12 months after the date of delivery.

Kvadrat is not liable for any defects resulting from transportation, storage, faulty treatment and the general negligence of third parties.

Product liability

Kvadrat is liable for damage caused by defective products in accordance with the provision of the Danish product liability act and the unwritten rules of product liability.

Kvadrat is not liable for any damage resulting from the incorrect or unusual use of the products. Kvadrat does not accept complaints on wall covering where the Installation Guide line / 05/07 has not been observed. Furthermore, Kvadrat is not liable for damage to immovable and movable property except in the case of gross negligence on the part of Kvadrat.

If liability accrues subject to the above, it does not include operational loss, loss of time or other indirect loss. Unless otherwise agreed in writing, property damages are limited to DKK 2,500,000 per incident or series of incidents arising from the same delivery.

Where a third party makes a claim for damages against the buyer under the rules on product liability, the buyer must inform Kvadrat without delay. The buyer must hold Kvadrat harmless where third-party liability is imposed on Kvadrat beyond the above-mentioned limitation of liability.

Kvadrat and the buyer are under a mutual obligation to appear as defendants before a court of law hearing a claim for damages resulting from damage allegedly caused by the products.

As mentioned under Applicable Law, the relationship between Kvadrat and the buyer is governed by Danish law, and as mentioned under Venue any dispute must be brought before the Maritime and Commercial Court in Copenhagen.

Force majeure

Neither the buyer nor Kvadrat as supplier have any influence on unforeseen events. None of the parties, therefore, are liable for the non-performance of the agreement due to circumstances which it was impossible to foresee (force majeure). This applies, however, only to the extent and as long as said circumstances prevent either party from meeting its obligations under this agreement. The below-mentioned circumstances are considered a cause of exemption on the part of Kvadrat and the buyer if they render the performance of the agreement impossible or unnecessarily onerous: Trade disputes and unforeseen events such as fire, war, mobilisation or military call up, application, seizure, amendments to regulations, currency restrictions, revolution or civil unrest, insufficient transportation, general shortage of materials, restrictions on the use of electricity, etc. and the shortage or delay of deliveries from sub-contractors due to any of the above-mentioned circumstances.

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Applicable law

Any dispute in connection with deliveries from Kvadrat must be settled in accordance with Danish law. The Danish international rules on civil law and "United Nations Convention on Contracts of International Sale of Goods" (CISG) do not apply to deliveries from Kvadrat.

Venue

Disputes arising in connection with deliveries from Kvadrat must be settled before the Maritime and Commercial Court in Copenhagen as the court of first instance.

Appendix 1

Kvadrat Roller Blinds – Additional Terms for Sale and Delivery

Recommended width/height ratio

The width of the roller blinds needs to be at least 1/3 the height of the roller blinds (i.e. 1:3 ratio) as deviant proportions may cause crooked rolling and subsequently destroy the textiles of the roller blinds.

If the buyer purchases roller blinds with a width/height ratio less than the 1:3 as set out above, Kvadrat will not be responsible for any damage to the textile of the roller blinds which is caused by crooked rolling of the roller blinds, unless this is attributable to any defect of the roller blinds in which event Kvadrat will be liable in accordance with the general terms.

Installation

Kvadrat makes arrangement for installation

If Kvadrat undertakes to make arrangement for installation of the roller blinds, the buyer shall pay all installation costs and any other related costs.

The buyer undertakes that on the agreed installation date and time the installation contractor of Kvadrat has free access to the relevant premises, and that the area surrounding the windows on which the roller blinds are to be installed are clear and accessible. If the installation contractor of Kvadrat does not have free access to the premises and/or the relevant window areas on the agreed installation date, the buyer shall pay all costs involved with the installation contractor's unsuccessful installation attempt, unless the buyer did neither act intentionally nor negligently.

Where Kvadrat makes arrangement for installation of motorized roller blinds with remote controls and/or wall switches, such installation does not include any electrical installations or electrical components, other than the built-in motors and remote controls, and all costs involved with the subsequent electrical installations must be paid separately by the buyer.

The buyer makes arrangement for installation

Kvadrat is not responsible for any defect or damage resulting from wrongful installation of the roller blinds by the buyer or a third party by the order of the buyer where the Kvadrat Roller Blinds Installation Guide has not been observed.

Child safety

If children have or may have access to the premises in which the roller blinds are installed, all chain-operated roller blinds must be installed with the Kvadrat child safety wall piece, and the installation guidelines set out in the Kvadrat Roller Blinds Installation Guide regarding child safety must be observed. Child safety wall pieces are not included in the roller blinds but must be purchased separately.

The Kvadrat Group cannot be held liable for any bodily injury caused by the roller blinds to a child, if it can be proven that the damage was caused (i) due to the buyers non-use of the Kvadrat child safety wall piece, or (ii) due to incorrect installation of the roller blinds and/or the child safety wall piece by the buyer or by a third party by the order of the buyer.

Appendix 2

Soft Cells – Additional Terms for Sale and Delivery

Storage and storage fee - Delays due to the buyer's circumstances

If the buyer is unable to receive Soft Cells ordered as agreed at the agreed delivery date, the buyer shall notify Kvadrat hereof without delay stating the reasons for this and the expected time of the cessation of such circumstances.

To the extent the buyer is in default (i.e. does not accept the products at the agreed delivery date, or - if a delivery date has not been agreed - refuses acceptance after having received notice to collect the products, or postpones an agreed delivery date) Kvadrat shall be entitled to issue the relevant invoice and claim payment in accordance therewith as if delivery had taken place on the original agreed delivery date. The original agreed date of delivery shall be considered the date of delivery for the purpose of the agreed delivery terms, in particular with respect to the passing of risk.

Kvadrat is under no obligation to take care of or store Soft Cells ordered in the event of delayed delivery due to the buyer's circumstances. Notwithstanding the foregoing, to the extent Kvadrat undertakes to make arrangements for storage of the relevant Soft Cells, such storage will be free of charge for the buyer the first seven (7) days. If storage is required for a longer period of time, the buyer agrees to pay all storage costs, additional handling and transportation costs and any other related costs from the eighth (8th) calendar day at a rate of 10 EUR per day per 1 m² of surface used for storing the relevant Soft Cells. Either party's rights to prove actual higher or lower costs remains unaffected.

Appendix 3
Ready Made Curtain – Additional Terms for Sale and Delivery

Installation

Kvadrat is not responsible for any defect or damage resulting from wrongful installation of the Ready Made Curtain by the buyer, the end-customer or a third party by the order of the buyer where the Kvadrat Ready Made Curtain Installation Guide has not been observed.