

Terms and Conditions

RODAN Technologies A/S (RODAN)



1. USE

- 1.1. These terms and conditions shall apply to the extent that they are not waived by written agreement between the Parties.

2. OFFER

- 2.1. The offer applies for 30 days from the offer's date, subject to prior sale.
- 2.2. When ordering after the offer deadline's expiration, RODAN reserves the right to withdraw or change the offer.

3. ORDERS

- 3.1. There is no agreement between the Parties until RODAN has provided acceptance in the form of an order confirmation.
- 3.2. If RODAN's order confirmation does not match the buyer's order, the buyer must quickly give notification. Otherwise, the buyer is bound by the order confirmation's contents.

4. PRICES

- 4.1. Unless otherwise expressly stated in the offer or order confirmation, all prices listed by EX WORKS (Incoterms 2010) are excluding VAT, shipping costs and other charges.
- 4.2. RODAN reserves the right to change prices in the event of significant changes in costs associated with production, labour, raw materials, suppliers, exchange rates, custom duties and other fees, as well as taxes, that are included in section 11.3

5. PAYMENT

- 5.1. Payment must be made in accordance with the payment terms stated on the invoice.
- 5.2. All costs associated with credit purchases, including bank and other fees, are paid by the buyer.
- 5.3. For orders/deliveries totalling less than DKK 750 (NET), a handling fee of DKK 175 will be added.
- 5.4. RODAN reserves ownership of the product until payment is made. If the buyer does not fulfil the payment terms, RODAN is entitled to re-possess the product.
- 5.5. If the payment is overdue, RODAN is entitled to charge a penalty of 2% per month from the due date, as well as charge a DKK 100 reminder fee.
- 5.6. The buyer is not entitled to return with a counterclaim to RODAN, that is not acknowledged in writing by RODAN, and is not entitled to withhold any portion of the purchase amount due to counterclaims of any kind.

6. DELIVERY

- 6.1. Delivery is made by EX WORKS according to Incoterms 2010 unless otherwise agreed.
- 6.2. The delivery time is established by RODAN based on their best estimate and in accordance with the conditions present at the time of the offer/agreement's acceptance.
- 6.3. Unless otherwise expressly agreed, a delivery postponement of 14 days due to RODAN's conditions is seen in every respect as a timely delivery, such that the buyer cannot exercise breach of contract against RODAN.
- 6.4. If the delivery delay is due to RODAN being in a situation as described in section 11.3, the delivery time is postponed for as long as the barrier lasts; however, both Parties are entitled to cancel the agreement without liability when the delay has lasted more than 90 days. This condition applies regardless of whether the cause of the delay occurs before or after the duration of the agreed delivery time.
- 6.5. RODAN must in such cases inform the buyer without delay of changes to the delivery time.
- 6.6. A freight/shipping fee/packaging cost of minimum DKK 125 is applied per shipment, unless otherwise agreed in writing. This amount can change without notice.
- 6.7. In all deliveries RODAN reserves the right to a quantity tolerance of +/- 10%.

7. SUBCONTRACTORS

- 7.1. RODAN reserves the right to allow the work to be performed by a subcontractor, either in whole or in part.

8. PRODUCT INFORMATION

- 8.1. Designs, specifications and the like that are distributed by RODAN before or after the entry into agreement are RODAN's property and may not be further distributed without written agreement.

9. PRODUCT ALTERATIONS

- 9.1. RODAN reserves the right to, without notice, conduct changes to the agreed specifications if this can be performed without the buyer incurring damages.

10. Defects and warranty

- 10.1. Upon delivery the buyer shall, without undue delay, review the delivery to ensure that it is intact and matches the order.
- 10.2. The buyer can only claim defects if a complaint is made without undue delay after receiving the product.
- 10.3. Pursuant to RODAN's decision, defects of sold products will be repaired or the product will be replaced.
- 10.4. If the repair or replacement occurs in accordance with section 10.3 within reasonable time, the buyer is not entitled to terminate the agreement, demand a rebate in the purchase price or demand compensation.
- 10.5. If the buyer does not notify RODAN of the defect within 90 days after the delivery date, they cannot later make this claim enforceable. For parts that are replaced or repaired according to section 10.3, RODAN assumes the same obligations that applied to the originally sold item for a duration of 180 days, provided that RODAN's defect responsibility for any parts of the product cannot be extended to more than 12 months from the original delivery date.
- 10.6. Changes to or alteration of the sold product without RODAN's written consent releases RODAN of all obligations.

11. LIMITATION OF LIABILITY

- 11.1. A compensation claim against RODAN cannot exceed the invoiced amount for the sold product.
- 11.2. RODAN is not responsible for any operational losses, trading losses or other indirect losses relating to the agreement, hereafter losses, that occur as a result of delays or defects of the sold product.
- 11.3. RODAN is entitled, upon written notice to the buyer, to terminate the agreement when its fulfilment within reasonable time becomes impossible for RODAN as a result of war, strike, lockout, political conditions or other force majeure, that is out of RODAN's control. The same applies to delays or deficiencies from deliveries from subcontractors. In these situations, RODAN assumes no liability to the buyer.
- 11.4. It is RODAN's responsibility to, without undue delay, notify the buyer in writing if circumstances described in section 11.3 occur.

12. RETURNS

- 12.1. Product returns can only be made after prior approval from RODAN, as well as stating the return number that is provided along with the approval.
- 12.2. Returns without a return number will be declined and returned to the buyer. Returns are made at the buyer's risk and expense.
- 12.3. In cases where the buyer is entitled to terminate the transaction, or if the sold product is returned to RODAN for replacement or reparation of defects, the sold product shall be sent to RODAN in the original package and at the buyer's risk and expense. To the extent that RODAN incurs shipping costs etc., RODAN is entitled to claim compensation from the buyer and offset these against any claims against RODAN. After completed repair or replacement, the buyer shall at his/her own risk and expense pick up the repaired or replaced product at RODAN.
- 12.4. In cases where the buyer is not entitled to return the product, due to faulty orders and the like, RODAN is entitled to charge the amount at -15% for the return fee.
- 12.5. Procured products, including customized cable sets etc., are not accepted as returns.

13. PRODUCT RESPONSIBILITY

- 13.1. With regards to product responsibility, the then-current regulations of Danish law apply. Unless otherwise required by mandatory laws, RODAN is not responsible for operational losses, lost profit, or other indirect losses that result from product responsibility.

14. CERTIFICATES AND DECLARATIONS

- 14.1. If the buyer wants a CoC (Certificate of Compliance) with the product, a handling fee of DKK 250 per product number will be charged.
- 14.2. If the buyer wants a RoHS, REACH or Conflict of minerals declaration, a handling fee of DKK 750 per product number will be charged.

15. DISPUTES

- 15.1. All disputes between the Parties shall be settled by the courts under Danish law.