

STANDARD TERMS AND CONDITIONS

These terms and conditions (“Terms and Conditions”) are valid for all deliveries of products and/or services (“Products”) from Scanflow (“Scanflow”) to any buyer (“Buyer”).

The terms and conditions are binding for Scanflow and Buyer unless otherwise agreed in writing. Scanflow is not bound by conditions put forward by Buyer, which differs from Terms and Conditions unless such conditions are explicitly accepted.

1. Order agreement

Order agreement will happen when Scanflow sends written, hereunder also electronic post, accept of Buyer’s order, or when Scanflow has shipped the Products described in the order.

2. Delivery

Products are delivered EXWORKS Scanflow ApS. All costs in connection with shipment is to be paid by Buyer and all shipment is done on Buyer’s own risk. If information of shipment is missing from Buyer, Scanflow can send Products to Buyer with shipment method chosen by Scanflow.

3. Delay

If Scanflow does not deliver Products at the agreed time, Buyer can, in writing, demand delivery and assign a final, reasonable deadline. If delivery does not happen within this deadline, Buyer has the right to cancel the order and demand financial return if Products have been prepaid. Besides this, Scanflow is not responsible towards Buyer.

4. Prices

All prices are excl. Taxes and/or other charges.

5. Packing

Single use packaging is included in agreed prices and will not be paid back if Products are returned. Recycled packaging is not included in the agreed prices, but will be paid back if Products are returned at immediate, free delivery in intact conditions in coordiance with Scanflow instructions.

6. Payment conditions

Payment is to be within 14 days from date on invoice. From due date Buyer will be charged 2% per month until payment is done.

7. Product information

Any product information – whether deriving from Scanflow or one of Scanflow’s business connections – hereunder information on weight, dimensions, capacity or other technical data in catalogue, description, prospect, advertisement etc., are to be considered as guidelines and are only binding in the range that Scanflow clearly refers to in offer and or order confirmation. Specific demands from Buyer are only binding when accepted by Scanflow in writing.

8. Changes

Scanflow reserves the right to, without warning, to make changes in its Products as well as deliver Products in newer or alternative version as long as these do not deviate significantly from agreed technical specifications, form or function.

9. Errors

Scanflow reserves the right to, after own choices, to repair or re-deliver Products, that were inadequate at time of delivery due to fabrication-, constructive- or material errors as long as Buyer makes Scanflow aware of errors within 12 months from Product delivery, but no later than 8 days after error comes to attention or Buyer should have found the error.

For replaced or repaired parts, Scanflow reserves the same rights as goes for the original material in a period of 12 months from original delivery. If Buyer does not make Scanflow aware of error in writing within the deadline stated in this paragraph, Buyer loses its right to put demands forwards concerning the error. Scanflow's responsibility only includes errors, which occurs under the presupposed and/or usual work relations and under correct use of material. The responsibility does not include errors caused by causes occurred after risk has passed to Buyer. The responsibility does for example not include errors caused by lack of maintenance and/or repair, incorrect mounting and changes made without Scanflow's written agreement. Finally, the responsibility does not include normal wear and tear. When Buyer makes Scanflow aware of errors, Product must be sent to Scanflow with delivery note stating the claimed error. Shipment and insurance is to be paid by Buyer. The Product must be returned without mounted parts. If Scanflow's examination of Product does not show any error, Product will be returned to Buyer with Buyer paying and on Buyer's risk. If the Product has error, Scanflow will, on own payment and risk, send the repaired Product or a replacement product to Buyer and takes over any exchanged parts or the Product with error. Buyer cannot claim Scanflow for any Products with errors.

10. Product responsibility

Buyer must keep Scanflow free of harm to the extent that Scanflow is liable toward third persons for such damage and loss which Scanflow after this point is not responsible for towards Buyer. Scanflow is not responsible for damages caused by the material a) on real estate or movable property, which occurs while the material is in the possession of the Buyer, b) on products made by the Buyer, or on products in which these are included.

The mentioned limitations in Scanflow's responsibility are not applicable if Scanflow are guilty of gross negligence. If a third person has claims of replacement responsibility towards one of the parts in coordinance with this point, this part must immediately be informed.

11. Damages/Indirect loss

Scanflow is not responsible towards Buyer for any form of damages or indirect loss hereunder but not limited to loss of operation, cancellation of production, lost profit, loss of goodwill or loss of data.

12. Reclamation

Claims concerning errors, delays, product responsibility or other demands on replacement must be given Scanflow in writing without unreasonable delay.

Prior to any return of goods to Scanflow, Buyer must contact Scanflow for return number. Return of goods without return number from Scanflow will be rejected and goods will be returned to Buyer on Buyer's payment and risk.

13. Force majeure

Scanflow has the right to cancel orders or delay agreed delivery of Products, and besides, free of any responsibility for any missing, partly missing or delayed delivery, which are fully or partly caused by events, that are outside Scanflow's fair possibilities of control, such as rebellion, riots, war, terrorism, fire, public regulations, strike, lockout, missing methods of transportation, lack of goods, disease or delay of or missing of deliveries from supplier, accidents in production or testing or missing energy supply. Every Buyer's rights are suspended or are lost in such events. In case of cancellation or delayed effecting, Buyer cannot claim injury compensation or demand any claim toward Scanflow.

14. Disagreements

Any disagreements between parts, that spring from or in relation with order agreement, which is regulated by the Terms and Conditions, are decided by Danish law with exception of conflict provisions. Any disagreement that cannot be resolved amicably (this does not include Buyer's missing payment of Scanflow's invoices), must be resolved by arbitration at Voldgiftinstituttet in Copenhagen after the Voldgiftinstituttet decided regulations.