



## HEMA A/S – SALGS- OG LEVERINGSBETINGELSER

### 1. GENERELLE VILKÅR

Disse handels- og leveringsbetingelser gælder for alle tilbud, salg og leverancer af varer fra Hema A/S. Ved indgåelse af købsaftale accepterer kunden de gældende betingelser.

### 3. PRISER OG BETALING

Alle priser er angivet i danske kroner (DKK) eksklusiv moms, afgifter og levering, medmindre andet er specificeret. Betalingsbetingelserne er netto 30 dage fra fakturadato. Ved for sen betaling pålægges rente efter gældende lovgivning. Medmindre andet er aftalt

### 5. LEVERINGSTID OG FORSINKELSER

Hema A/S kan ikke holdes ansvarlig for forsinkelser, der skyldes force majeure eller forhold uden for virksomhedens kontrol, såsom forsyningsproblemer, transportforstyrrelser, naturkatastrofer eller arbejdskonflikter. I tilfælde af forsinkelse vil Hema A/S informere kunden hurtigst muligt.

### 7. REKLAMATION OG MANGLER

Eventuelle fejl eller mangler ved produktet skal meddeles Hema A/S skriftligt inden for 14 dage efter modtagelse. Hvis reklamationen er berettiget, forbeholder Hema A/S sig retten til at udbedre manglen eller levere et nyt produkt. Hema A/S fraskriver sig ethvert ansvar for indirekte tab.

### 9. RETURNERING AF VARER

Da alle varer fra Hema A/S er specialfremstillede til den enkelte kunde, accepteres returneringer ikke. Ved eventuelle fejl eller mangler henvises til reklamationsproceduren.

### 11. PRISER

Opgivne priser er excl. energitillæg, moms og andre statsafgifter. Hema forbeholder sig ret til at forhøje priserne i tilfælde af prisændringer fra Hema's leverandører, ændring af valutakurser, metalpriser, toldsatser, importafgifter, forsikringspræmier, fragtrater og afgifter i øvrigt.

### 2. TILBUD OG ORDREBEKRÆFTELSE

Tilbud fra Hema A/S er gældende i 30 dage fra tilbudsdatoen, medmindre andet er angivet. En endelig aftale er først gældende, når Hema A/S har udstedt en skriftlig ordrebekræftelse.

### 4. LEVERINGSBETINGELSER OG RISIKOOVERGANG

Levering sker fra Hema A/S's adresse (ex-works) i overensstemmelse med Incoterms 2020, medmindre andet er aftalt. Risikoen for produktet overgår til kunden ved afhentning. Hema A/S forbeholder sig ret til delvis levering og fakturering.

### 6. FORSENDELSE OG TRANSPORT

Alle leverancer sker for kundens regning og risiko, medmindre andet er skriftligt aftalt. Kunden kan vælge at afhente varerne selv eller arrangere transport gennem Hema A/S. Omkostningerne til fragt, emballage og eventuel forsikring påhviler kunden, medmindre andet er aftalt.

### 8. PRODUKTANSVAR

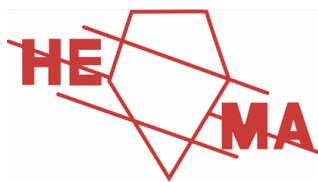
Hema A/S er ansvarlig i henhold til gældende produktansvarslovgivning, men påtager sig ikke yderligere ansvar end fastsat i loven. Ligeledes fraskrives ansvaret for indirekte tab. Maksimal grænse for ansvar irt. tingskader er 25 mill. danske kroner. Kunden er ansvarlig for korrekt brug og opbevaring af produktet.

### 10. LOVVALG OG VÆRNETING

Enhver tvist, der måtte opstå mellem parterne, afgøres efter dansk ret og skal behandles ved Hema A/S's hjemting.

### 12. EJENDOMSFORBEHOLD

Ejendomsretten til de købte varer overgår først til køber, når den fulde købesum er betalt. Indtil dette tidspunkt forbliver varerne sælgers ejendom, uanset om levering er sket. Såfremt køber ikke opfylder betalingsbetingelserne, forbeholder sælger sig retten til at kræve varerne tilbageleveret uden varsel og på købers regning.



## HEMA A/S TERMS AND CONDITIONS

### 1. GENERAL TERMS

These terms and conditions of sale and delivery apply to all offers, sales, and deliveries of goods from Hema A/S. By entering into a purchase agreement, the customer accepts the applicable terms and conditions.

### 3. PRICES AND PAYMENT

All prices are quoted in Danish kroner (DKK), excluding VAT, taxes, and delivery charges, unless otherwise specified. Payment terms are net 30 days from the invoice date. Interest will be charged on late payments in accordance with applicable law, unless otherwise agreed.

### 5. DELIVERY TIMES AND DELAYS

Hema A/S cannot be held liable for delays caused by force majeure or circumstances beyond the company's control, such as supply issues, transportation disruptions, natural disasters, or labor disputes. In the event of a delay, Hema A/S will inform the customer as soon as possible.

### 7. CLAIMS AND DEFECTS

Any defects or deficiencies in the product must be reported to Hema A/S in writing within 14 days of receipt. If the complaint is justified, Hema A/S reserves the right to remedy the deficiency or provide a replacement product. Hema A/S disclaims any liability for indirect losses.

### 9. RETURN OF GOODS

As all products from Hema A/S are custom-made for each individual customer, returns are not accepted. In the event of any errors or defects, please refer to the complaint procedure.

### 11. PRICES

The stated prices are exclusive of energy surcharges, VAT, and other government taxes. Hema reserves the right to increase prices in the event of price changes from Hema's suppliers, fluctuations in exchange rates, metal prices, customs duties, import taxes, insurance premiums, freight rates, and other applicable charges.

### 2. OFFERS AND ORDER CONFIRMATION

Offers from Hema A/S are valid for 30 days from the date of the offer, unless otherwise stated. A final agreement becomes effective only when Hema A/S has issued a written order confirmation.

### 4. DELIVERY TERMS AND TRANSFER OF RISK

Delivery is made from Hema A/S's address (ex-works) in accordance with Incoterms 2020, unless otherwise agreed. The risk of the product transfers to the customer upon collection. Hema A/S reserves the right to make partial deliveries and issue partial invoices.

### 6. SHIPPING AND TRANSPORT

All deliveries are made at the customer's expense and risk unless otherwise agreed in writing. The customer may choose to collect the goods themselves or arrange transportation through Hema A/S. Costs for freight, packaging, and any insurance are the responsibility of the customer unless otherwise agreed.

### 8. PRODUCT LIABILITY

Hema A/S is liable in accordance with applicable product liability laws but assumes no additional liability beyond what is stipulated by law. Likewise, liability for indirect losses is disclaimed. The maximum liability limit in relation to property damage is 25 million Danish kroner. The customer is responsible for the correct use and storage of the product.

### 10. GOVERNING LAW AND JURISDICTION

Any dispute that may arise between the parties shall be governed by Danish law and shall be resolved at the courts of Hema A/S's registered address.

### 12. OWNERSHIP RIGHTS

Ownership of the purchased goods will transfer to the buyer only when the full purchase price has been paid. Until that time, the goods remain the property of the seller, regardless of whether delivery has taken place. If the buyer fails to meet the payment terms, the seller reserves the right to demand the return of the goods without notice and at the buyer's expense.