

# Terms & Conditions



## 1. SELLER

1.1. Specktrum ApS is a Danish retailer and wholesaler of home design accessories.

1.2. Specktrum ApS is located in Østbirk, Denmark and products are sold online and in physical stores.

## 2. APPLICATION

2.1. Present sales and delivery terms are provided for the buyer by the agreement of a purchase.

2.2. The sales and delivery terms are an integrated part of all agreements between Specktrum ApS and the buying part.

## 3. AGREEMENT BASIS

3.1. The sales and delivery terms together with a sales confirmation constitute the complete agreement basis for sales and delivery of products to the buyer. Any purchase terms created by the buyer and informed to Specktrum ApS are not part of the agreement basis.

3.2. Any changes and appendixes to the present terms are only valid in written form.

3.3. The buyer is not allowed to resell products to a 3rd part without Specktrum ApS' knowledge.

## 4. PRICE AND PAYMENT

4.1. Prices for products, spare parts, etc. are conform to the information to be found at Specktrum's online retailer site, yet subject to printing errors. Should the prices at the homepage or in printed versions be incorrectly informed due to printing errors, Specktrum ApS may decide not to execute the order.

4.2. Terms of payment: Pre-payment, unless otherwise agreed upon between seller and buyer.

4.3. Specktrum ApS reserves the right to regulate prices without any or further warning.

### 5. DELIVERY

5.1. Specktrum ApS ships orders or release orders when payment has been received.

5.2. All prices are EXW.

5.3. All orders will be dispatched on pallets, half or full-sized pallets, depending on the volume of the order.

5.4. For shipping Specktrum ApS has two standard options - if not anything else is agreed upon.

5.4.a. Specktrum ApS deliver the order to the given delivery address provided by the buyer, the incoterm will be agreed upon and the shipping cost will then be added to the invoice prior to shipment. Freight expenses will be calculated according to the postal zip code of delivery address. If not anything else is agreed upon the incoterm will be FCA.

5.4.b. The buyer books their own shipment by their own forwarder and collect the shipment from Specktrum's warehouse. All expenses related to shipment will be covered by the buyer.

### 6. DEFECTS, LACKS AND CLAIMS

6.1. Immediately upon receipt of goods, the buyer is obligated to check the delivered product(s) thoroughly in order to determine, if the products have any visible defects.

6.2. If Specktrum ApS handles the shipping: in case of apparent lacks, the buyer is obligated to claim towards Specktrum ApS in writing to kontakt@specktrum.dk within 48 hours upon receipt of the goods. The claim must include photo documentation and a detailed description of the defect or lack.

6.3. If Specktrum ApS handles the transportation and transportation damage occurs, this must be informed to Specktrum ApS within 48 hours upon receipt to kontakt@specktrum.dk including photo documentation and a description of the damage. Should the damage be recognized, Specktrum ApS will issue a credit note for the damaged item(s).

6.4. In case of a faulty item(s), and Specktrum ApS recognizes the damage(s), a credit note will be issued.

### 7. RESPONSIBILITY

7.1. Specktrum ApS is never responsible for any indirect loss, including lost profit.

### 8. FORCE MAJEURE

The following force majeure events will provide freedom of responsibility, if fulfillment of the agreement is detained or made unreasonably burdensome.

8.1. Industrial action, labour dispute or any other circumstances, that the parties cannot control, such as fire, war, mobilization or military service of equivalent extent, requisition, seizure, currency restrictions, rebellions and riots, epidemic, pandemic (including COVID-19) lack of transportation, shortage of goods, restrictions of propulsion, queuing or other external obstacles preventing an unhindered transport process, any lack in or delay of deliveries from subsuppliers, caused by any of the circumstances mentioned previously.

8.2. The part, who wants to evoke freedom of liability, must do so in writing without delay, and inform about emerge and end of freedom of liability.

8.3. The parts in the agreement can inform the other part in writing, if the fulfillment of the agreement is prevented for more than 6 months by circumstances mentioned in 8.1.

### 9. CONFIDENTIALITY

9.1. The buyer is obligated not to forward or leak any information about the agreement with Sepcktrum ApS. This obligation does not apply to any information already stated at [www.specktrum.dk](http://www.specktrum.dk) or these terms of sales and delivery.

### 10. CHANGES TO TERMS

10.1. Any changes made to these terms do not apply to already agreed sales.

### 11. CHOICE OF LAW AND JURISDICTION

11.1. The agreement between the buyer and Spektrum ApS is governed by the Danish law.

11.2. Any dispute between the buyer and Spektrum ApS, which cannot be solved in amicability shall be settled by the court in Horsens under Danish law.