GENERAL TERMS & CONDITIONS OF SALES & DELIVERY - Euro 07/2026

1. Scope of application
The following terms and conditions of sale and delivery are applicable if they have not explicitly been changed through a written agreement between the parties.

2. Quotations
Quotations are valid for 30 days from the quotation date.

3. Orders and order confirmation
After ordering, the customer receives an order confirmation, which should be checked. The order is only finally accepted when a written order confirmation is available. If there is a discrepancy between the agreed and the submitted order confirmation, please notify FUMAC A/S within 2 working days. Otherwise, the order confirmation will apply. FUMAC reserves the right to demand credit insurance, bank guarantee for payment or payment in advance from the buyer.

4. Prices
All prices are stated in Euro excluding VAT unless otherwise specified. Prices are fixed during the agreement/quotation period, subject to price increases due to significant changes in customs duties, taxes, fees, as well as any changes in exchange rates, raw material prices, etc.

5. Terms of payment
20 days net. In the event of a violation of agreed payment terms, 2% interest per commenced month is calculated on overdue amounts and a fee of Euro 15 per reminder.
In the event of a breach, the buyer (debtor) is obliged to pay all costs of the claim's recovery, including fees and costs to a lawyer, debt collection agency, etc.
The buyer is not entitled to set off any counterclaims against FUMAC A/S and does not have the right to withhold any part of the purchase price due to counterclaims of any kind.

6. Ordering
Orders are emailed to post@fumac.dk and must contain at least the following:
- Requisition/Order Number
- Item Number
- Colour
- Quantity
- Delivery address

7. Retention of ownership
FUMAC A/S reserves ownership of the sold item until the entire purchase price is paid. Quotations, drawings and other things remain the property of FUMAC A/S unless otherwise agreed in writing, and these cannot be brought to third parties' knowledge without FUMAC's consent.

8. Delivery clauses
All orders above 1.000 Euro net (excluding VAT and any fee) are delivered free of charge to FUMAC's dealers during regular working hours.
Orders below 1.000 Euro net (excluding VAT and any fee) are submitted a transport fee of 100 Euro.
Delivery to end-consumer is an option on orders above 2.000 Euro and are submitted a transport fee of 100 Euro.
All orders are invoiced 11 Euro per pallet.
FUMAC A/S gives the delivery time as the best estimate, and minor deviations from this are considered timely delivery, see Section 10.
The delivery clauses are interpreted according to Incoterms applicable when entering into the agreement.

9. Defects and complaints
FUMAC A/S undertakes to remedy any defects arising from defects in design, material or manufacture by repairing or re-delivering the goods at your discretion in accordance with the Sections set out below. If FUMAC A/S chooses to re-deliver the products, these will be delivered at the same location and under the same agreement terms as the original order.
The customer is not entitled to cancel the purchase or claim compensation for defects if FUMAC A/S corrects defects in one of the above-mentioned ways. Small knots, colour differences, strong and weak grains in the wood are a sign of authenticity and are not considered defects.
FUMAC A/S has set an internal standard for warps on tabletops: <2.5 mm/m (0.25%).
FUMAC A/S' liability only covers the defects that arise within 2 years from the day the goods were delivered to the buyer.
After receipt, the buyer must inspect the goods for quantity, quality, and colour before the item is used.
Losses due to the customers failing to inspect the goods are of no concern to FUMAC A/S.
If the buyer finds defects, the buyer must inform FUMAC A/S in writing immediately.
FUMAC A/S must receive complaints within 8 days of receipt of the goods.
Any damage to the packaging and/or the product caused during transport must be identified and reported immediately upon delivery, and before the product is put into use or installed.
Any visible transport damage to the packaging and/or the product must be noted on the delivery note upon receipt and reported in writing to FUMAC A/S (including photographic documentation) without undue delay.
Claims for damage identified only after installation or use, where such damage can be attributed to installation, handling and/or transport, cannot be made against FUMAC A/S.

10. Seller's delay
If FUMAC A/S learns that we cannot meet the agreed delivery time or that delay on our part is likely, we will notify the buyer without undue delay and at the same time give the reason for the delay and, as far as possible, when delivery is likely to take place. If the delivery delay is due to any of the circumstances referred to in Section 15 (force majeure) or the buyer's actions or omissions, the delivery time shall be extended to the extent deemed reasonable in the circumstances.
These provisions apply regardless of whether the reason for the delay occurs before or after the expiry of the agreed delivery date.
The buyer cannot terminate the agreement due to a delay in delivery that can be attributed to FUMAC A/S unless the delay exceeds 3 months.
The buyer cannot claim liability for damages due to a delay at FUMAC A/S.

11. Buyer's delay
If the buyer learns that they will not be able to receive the goods at the agreed time or that delay on their part must be considered likely, they must immediately inform FUMAC A/S thereof, at the same time stating the reason for the delay and, as far as possible, a new time when receipt is likely to take place.
Even though the buyer fails to receive the goods at the agreed time, they are obliged to pay any conditional payment on delivery as if the delivery of the goods in question had taken place.
FUMAC A/S must ensure that the goods are stored at the buyer's expense and risk.
FUMAC A/S must insure the goods at the buyer's expense at the buyer's request.
FUMAC A/S is entitled to encourage the buyer in writing to receive the goods within 15 days.
If the buyer fails to do so within the deadline for reasons for which FUMAC A/S is not responsible, FUMAC A/S is entitled to cancel the agreement for the ready-to-deliver part of the order, which has not been received due to the buyer's delay, by written notification to the buyer.
FUMAC A/S is then entitled to compensation for the loss that the buyer's breach has caused us.

12. Warranty
FUMAC A/S provides a warranty under the Danish Sale of Goods Act and a 2-year warranty from the invoice date regarding manufacturing and material defects. The right to complaint has been extended to 5 years on office furniture. This right to complaint does not cover wear and tear, and this applies where a supplier provides a warranty beyond 6 months for manufacturing defects.
FUMAC A/S disclaims liability for damage caused by improper and inappropriate use/handling or negligent use/handling of the delivered goods.

13. Supplementation
Withdrawn office furniture is supplemented as long as stock is available.

14. Product liability
FUMAC A/S is only liable for any personal injury and property damage to the extent that it can be demonstrated that FUMAC A/S' gross negligence caused the injury/damage in question. FUMAC A/S cannot be held liable for consequential damages, including operating losses and other indirect losses attributable to any product liability. FUMAC A/S' total liability for personal injury and property damage is limited to DKK 10,000,000.
If FUMAC A/S is liable to third parties for any product liability to third parties, the customer is obliged to indemnify FUMAC A/S to the extent that the claim exceeds the said amount limit.

15. Force Majeure
The following circumstances at FUMAC A/S give rise to freedom from responsibility if they prevent the fulfilment of the agreement or make the fulfilment unduly burdensome. Labour dispute and any other circumstance over which FUMAC A/S does not control, such as fire, war, mobilisation or unforeseen military calls of a similar extent, requisition, seizure, currency restrictions, riots and unrest, lack of means of transport, import or export bans, unless this defect could be foreseen by FUMAC A/S, general shortage of goods, as well as defects in or delays with deliveries from subcontractors, which are due to any of the circumstances mentioned in this Section.
Circumstances, as mentioned that occurred before the submission of the quotation/entering into the agreement, only allow for indemnity if their influence on the fulfilment of the agreement could not be foreseen at this time.
It is for FUMAC A/S, if it wishes to invoke any grounds for freedom from responsibility as mentioned in this Section, to inform the buyer of that reason without undue delay.
Notwithstanding the terms and conditions of sales and delivery, either party may terminate the agreement by written notification to the other party if the fulfilment of the agreement is hindered for more than 6 months by an event referred to in this Section.

16. Disputes
All disputes relating to this agreement are settled under Danish law.
All legal proceedings must be brought before FUMAC A/S or the buyer's venue according to FUMAC A/S' choice.