

ByLink ApS Sales and Delivery Conditions

The Danish version of the Sales and Delivery Conditions supersedes this English version.

Item 1: Offers

Offers in writing from byLink ApS are valid for 14 days, unless otherwise stated. Any change to an offer from byLink ApS is considered a new offer and must therefore be accepted by byLink ApS in order to establish an agreement.

Item 2: Delivery

The place of delivery is at the agreed address. If no delivery address is agreed on, the place of delivery is at the address of byLink ApS. If no delivery time has been agreed on, delivery shall take place within 14 days from demand by the buyer or seller, unless special circumstances are known to both parties. Delivery shall be deemed to have taken place when the sales object has arrived at the recipient's address in Denmark. If the buyer wishes to use another delivery method than that offered by byLink ApS, delivery is deemed to have taken place when the sales object is handed over to the carrier.

Item 3: Payment

The purchase price is the full amount stated on the invoice sent, i.e. including freight. Payment must be made no later than 8 days from receipt of the invoice. If the buyer has not received an invoice at the time of delivery, cf. Item 2: Delivery, the buyer must immediately notify the seller.

Item 4: Complaint

If the buyer wishes to make a complaint, notification must be made immediately after delivery has taken place, provided that the defect can be found by a reasonable examination of the sales object. If the packaging is damaged, the buyer must take pictures of this and immediately forward these to byLink ApS, and to the extent possible avoid changing the packaging, including unpacking the sales object.

If the sales object suffers from a defect for which the buyer cannot be held liable, byLink ApS undertakes to compensate for the sales object, but disclaims liability for any other loss which is in any way connected to the defect.

Item 5: Buyer's delay

If it is not possible to deliver the sales object at the agreed delivery time due to the buyer's circumstances, byLink ApS reserves the right to transport, store and take care of the sales object at the buyer's expense. In addition, byLink ApS reserves the right to resell or dispose of the goods 14 days from the agreed delivery time, in which case the buyer shall pay compensation for any losses and costs incurred.

In case of late payment, byLink ApS reserves the right to add a fee of 5% of the total purchase price for each commenced 30 days of delay in maintaining the purchase. Also, byLink ApS reserves the right to cancel the purchase at any time after late payment, which will not remove the added fee. In addition, the buyer shall pay compensation for any losses and costs incurred byLink ApS in connection with such termination of the purchase agreement.

In the absence of notification of non-receipt of invoice, as described under Item 3: Payment, the payment deadline is 8 days from receipt of the sales object.

Item 6: Conditions outside Denmark

- a. If delivery is made outside Denmark, delivery is deemed to have taken place when the sales object is handed over to the carrier.
- b. For legal matters that go beyond the content of this agreement, Danish law applies.