

1. Application and validity

- A. All delivery of goods takes place according to the Sales and Delivery Terms and Conditions as set out below unless otherwise expressly agreed in writing.
- B. The buyer's statement of special terms and conditions in quotes, orders etc. is not regarded as deviation from the terms and conditions set out below unless Horn Bordplader A/S has accepted such special terms and conditions in writing.
- C. Sales can only be made through dealers.

2. Force majeure

- A. The buyer is not entitled to compensation or to terminate the agreement in the event of failure to fulfil the obligations of the agreement, if such failure is due to force majeure.
- B. Force majeure is if one party or a sub-supplier cannot procure raw materials or manpower for the delivery due to stipulations by the authorities, strikes, lockout, boycott, blockade, fire, accidents, flooding, water famine, operating disturbances, disruption of traffic or similar event which could not have been predicted by Horn Bordplader A/S at the time of entering into this agreement.

3. Venue

- A. Disputes and disagreements must be settled amicably between the parties.
- B. If such disputes or disagreements cannot be settled, the court in Herning will be the venue. The dispute will be settled according to Danish law.

4. Quotes/orders

- A. Quotes are not binding and should solely be regarded as a guide and non-binding unless otherwise agreed in writing.
- B. Orders between the buyer and Horn Bordplader A/S are only regarded as having been agreed when Horn Bordplader A/S have submitted an order confirmation to the buyer.
- C. The buyer's objections to the content of the order confirmation, cancellation or changes must be made in writing and Horn Bordplader A/S must be in receipt of such objections no later than at 12 noon, six (6-8) working days before the shipping date. This applies to compact laminate, laminate and solid wood.
- D. The deadline for GetaCore®, solid wood with full and bonded staves, granite, quartzs, steel, Corian® is twelve (10-15) working days.
- E. Cancellation or changes to an order will only be regarded as accepted if Horn Bordplader A/S have accepted these in writing.
- F. The buyer may be held liable to Horn Bordplader A/S for costs and losses on the order if notice of cancellation or change is received after the deadline.
- G. All corrections must take place in writing on the most up-to-date CAD drawing.

5. Prices

- A. The final price will be stated on Horn Bordplader A/S's order confirmation. Prices stated are current stock prices and include VAT unless otherwise stated.
- B. Horn Bordplader A/S reserves the right to make changes to prices, specifications and currencies without notice at any time.
- C. Horn Bordplader A/S cannot be held liable for misprints.

6. Delivery and installation

- A. Unless otherwise agreed, delivery takes place at the buyer's risk and expense.
- B. All delivery dates stated by Horn Bordplader A/S are estimates. Horn Bordplader A/S cannot be held liable for the consequences of delays that are beyond Horn Bordplader A/S's control. This applies to strike, transport accidents and other types of force majeure.
- C. Delivery with installation included presumes site readiness, free access, correct assembly, all cutting complete.
- D. If Horn Bordplader A/S deems that the recipient site is not ready for installation, the worktops will be delivered to the address without subsequent compensation.
- E. The buyer is not entitled to cancel the order and no compensation resulting from delayed delivery will be paid.
- F. If the recipient is not available to sign for the delivery, the delivery is at the buyer's own risk.
- G. The driver must be notified of transport damage or defects and this must be added to the consignment note.

7. Payment

- A. Payment terms are net cash on delivery.
- B. Unless otherwise agreed, Horn Bordplader A/S reserves the right to change payment terms.
- C. If the buyer cannot meet his payment obligations, Horn Bordplader A/S is entitled without liability to cancel the agreement.
- D. If payment is not made on time, interest of 1.5% will be charged on the due amount for each month or part thereof that payment is not received.
- E. In the event of delayed payment, Horn Bordplader A/S is entitled to apply a reminder fee of DKK 100 for each reminder issued.
- F. The buyer is not entitled to withhold any part of the purchase price as security for fulfilment of counterclaims pertaining to other deliveries and such withholding will be deemed to constitute breach of contract.

8. Returns

- A. Returns are only possible when agreed with Horn Bordplader A/S.
- B. Special orders or goods produced to customised measurements cannot be returned.
- C. Goods must always be returned to Horn Bordplader A/S in their original and undamaged packaging. If the original packaging has been damaged, it is the responsibility of the buyer to ensure that the goods are securely packaged.

9. Defects

- A. The buyer must without delay on receipt of the goods inspect the goods and ensure that they are free of errors/defects.
- B. In the event that the buyer discovers errors/defects to the goods, the buyer is under obligation within seven (7) days from delivery of the goods to notify Horn Bordplader A/S of the defects.
- C. Claims must be submitted to Horn Bordplader A/S using the online service form which can be found at www.hornbordplader.dk

10. Warranty

- A. Horn Bordplader A / S general warranty is 30 years for countertop delivered after 1-7-2022 valid from the time of delivery and covers production defects and defects, material defects and functionality.
- B. A 5 year warranty is offered on the installation/undermounting of sinks and a 2-year warranty on welded joints in GetaCore/Corian®.
- C. In order to claim the warranty, it must be documented when the order was purchased and delivered. This is done by presenting the invoice and/or order number.
- D. Exceptions to these warranties include: Products that have been subject to violence, misuse, excessive load, water damage, inadequate maintenance, cleaning with unsuitable products, improper storage or incorrect installation as well as ordinary wear and scratches that can be attributed to daily use of the plate. Likewise, there is no guarantee of accidental and consequential damages. There is no guarantee for processing that has not been carried out at HORN (such as cutouts) as well as consequential damage (eg. heat and moisture damage from installed white goods).
- E. The warranty offered by Horn Bordplader A/S solely includes repair or exchange of defective goods. HORN have the right to repair faults or defects in delivered goods. No compensation is offered for operating losses, loss of time or other form of indirect loss.
- F. If the goods show signs of transport damage, this must be added to the consignment note. If Horn Bordplader A/S receives a receipt without notes, this will be regarded as the goods having been in order on delivery.
- G. Defective goods must not be installed or used without a written agreement with Horn Bordplader A/S as installed goods are regarded as accepted. Visible defects will therefore not be covered by warranty.
- H. The buyer is under obligation to familiarise himself with Horn Bordplader A/S's guidelines for transport, storage, installation, maintenance and use.

11. Privacy Policy

It is important for Horn Bordplader A/S that we protect the personal information you share with us. We therefore operate a privacy policy that ensures that your information is treated responsibly, that respects your privacy and, of course, complies with applicable legislation. The privacy policy describes how Horn Bordplader processes personal information about our customers and what rights the customer has in this respect. The privacy policy can be found on our website.

This price list replaces all previous price lists as of 1 April 2022

We are not responsible for typing error.