

Terms and conditions for sales for Profort A/S:

Below are the terms of sale and delivery applicable between the customer and Profort A/S to the extent that they are not deviated from by express agreement between the parties.

1. Offer and agreement

1.1. Offers are binding for Profort A/S 14 days from the date of the offer.

1.2. Agreement is entered into when the customer's acceptance is received by Profort A/S.

2.0. Price

2.1. All prices are excl. VAT.

2.2. All prices are submitted on the basis of the current salary level, material prices and other costs applicable on the date of submission of tenders.

2.2.1. If there has been an increase in salaries, material prices, public taxes or other costs in the time leading up to the delivery, Profort A/S is entitled to adjust the price with documented increases.

2.2.2. If there has been a decrease in wages, material prices, public taxes or other costs in the time leading up to the completion of the delivery, the customer is entitled to demand that the price be adjusted by such documented decreases.

2.2.3. Prices in foreign currencies are based on the currency in force on the offer date in Danish kroner. The supplier reserves the right to change the price accordingly in the event of changes in currency before payment.

2.3. All prices are calculated for delivery to Profort A/S address in Viby J. Costs for transport beyond this address and for transport insurance is paid by the customer in addition to the agreed price, cf. 3.3. Profort A/S orders the insurance on behalf of the customer if they request it.

2.5. If the customer wishes - and Profort A/S accepts - to store finished work or property that is not the supplier's, the customer pays remuneration for this in addition to the agreed price.

3. Delivery

3.1. With the reservations mentioned in 3.2., delivery takes place at the time agreed with the customer. If no such delivery time has been agreed, delivery will take place when Profort A/S's work is completed.

3.2. In case of delayed or prevented delivery due to any of the mentioned circumstances in 9.1. or the customer's act or omission, Profort A/S is entitled to a corresponding extension of the delivery time or to terminate the agreement. Should an event such as mentioned above mean that fulfillment of Profort A/S delivery obligations becomes more expensive for Profort A/S, Profort A/S is obliged to implement these if the customer declares to indemnify Profort A/S by paying the additional price calculated by Profort A/S.

3.3. The delivery location is Profort A/S 'business premises. All shipping beyond this address is at the customer's expense.

4. Payment

4.1. Unless otherwise agreed, payment is net cash.

4.2. Interest accrues from the due date at 2% per. commenced month.

4.3. At the request of Profort A/S, the customer is at all times obliged to provide a bank guarantee as security for payment. If the request is made after the conclusion of the agreement, Profort A/S is obliged to indemnify the customer for any expenses associated with this.

4.4. If the customer's circumstances prevent a continuously implemented agreement, Profort A/S is entitled to partial invoicing.

5. Property relations

All goods from Profort A/S remain until the final payment of all receivables the property of Profort A/S.

6. Delay

In the event of delays for which Profort A/S is not at fault, the customer cannot claim compensation.

7. Defects

7.1. Profort A/S has no responsibility for defects, errors and omissions.

7.2. If the delivery proves to be defective, the customer is obliged to complain about this immediately. If a complaint is not made or the customer does not make a complaint within 8 days of delivery having taken place, the customer loses the right to claim the defect. Profort A/S is entitled to remedy a defect if this can be done within a reasonable time.

8. Responsibility

8.1. In the event of a delay in, and in the event of, defects in the delivered goods, Profort A/S has no liability where the delay or defect is due to defects in or damage to production equipment that has demonstrably caused a delay or damage to the production, in the event of labor disputes of any kind and, moreover, any circumstances over which Profort A/S has no control, such as fire, water damage, natural disasters, war, mobilization or unforeseen military call-ups of a similar extent, requisitioning, seizure, rebellion, unrest, currency restrictions, lack of means of transport, general shortage of goods, restrictions on power, export and import bans and other force majeure situations.

8.2. Delay or defective delivery covered by the discharge from liability covered in 8.1 if the reason for the subcontractor's delay or non-performance is one of those in 8.1. mentioned circumstances or the termination of the business.

8.3. In the event of delay or in the event of defects in the delivered goods, Profort A/S is not liable for operating losses, loss of profit or other indirect losses, including loss as a result of the customer's legal relationship with a third party, cf. 8.4.

8.4. Profort A/S has no responsibility for errors committed by the customer. If Profort A/S incurs liability to third parties in connection with the customer's lack of authority to exercise third party's acquired rights, the customer holds Profort A/S indemnified for such liabilities.

9. Sale of Goods Act

Danish Legislation, including the Sale of Goods Act, applies to this agreement to the extent that the legal status is not determined in the text of the agreement or these terms of sale and delivery. Any dispute regarding the interpretation of the agreement or the enforcement of terms can only be brought before Danish courts in accordance with Danish rules of jurisdiction.

10. Disputes

10.1. If in connection with the delivery, doubts arise about the product's contractuality, etc. Profort A/S has the right to choose whether the dispute is to be settled by arbitration or by the ordinary courts.

10.2. If the case is to be brought before the courts, the case must be brought before the Profort A/S jurisdiction, regardless of where the buyer lives or resides.

10.3. If the case is to be decided by arbitration, the arbitral tribunal shall be established in accordance with the rules in "General Conditions for Works and Deliveries 1992" §47.

10.4. Inspections and estimates are established in accordance with the rules "General Conditions for Works and Deliveries 1992" §45. In addition, AB 92 does not apply to our deliveries.

11. Email marketing

11.1. As a customer of Profort A/S, your email address can be used for marketing purposes.

11.2. Your email address will never be passed on or sold to third parties. You will only receive information from Profort A/S.

11.3. You only receive information about relevant products from Profort A/S. A maximum of two newsletters are sent out per month.

11.3. You can unsubscribe from newsletters at any time on the Profort A/S website.

12. Privacy Policy

We only process data that is relevant and sufficient in relation to the purposes defined in Profort A / S 'privacy policy.