

General Terms and Conditions of Sale and Delivery

Application and Ordering

1. This Agreement outlines the terms of sale and delivery for STORGAARD&VESTSKOV products to the buyer, 'the retailer'. Both parties agree to these terms and will not modify them without mutual written consent.
2. For questions, complaints, or disputes, email us at support@sv-audio.com.
3. Definitions: "You" means the retailer, "we/us" means STORGAARD&VESTSKOV, and "product" refers to any item like speakers and accessories.
4. Any order submitted by the retailer to STORGAARD&VESTSKOV shall be non-binding until accepted in writing by STORGAARD&VESTSKOV. In case of discrepancy between the retailer and STORGAARD&VESTSKOV, the latter shall prevail.

Drawings and Descriptions Documents

5. The weights, dimensions, capacities, prices, technical and other data in catalogs, advertisements, price lists, and/or internet websites are solely guiding and non-binding on STORGAARD&VESTSKOV.
6. All industrial and intellectual property rights (IPR) to the product (including recipes, content, manufacturing methods, packaging, etc.) belong to STORGAARD&VESTSKOV and must not be communicated to any third party.

Marketing and Promotion

7. All marketing materials must adhere to agreed-upon brand guidelines and graphical profile to ensure uniformity and uphold the brand's image when marketing the products. If one party violates these guidelines, it must promptly correct the non-compliance upon notification.
8. Permission to use the other party's trademarks and logos is granted solely for joint marketing and promotional purposes.
9. The retailer must adhere to STORGAARD&VESTSKOV's guidelines and restrictions, ensuring proper usage and protection of trademarked products.
10. We expect the retailer to promote our products actively and have demo products for real-life demonstrations.

Time of Delivery, Delivery, and Passing of Risk

11. Order details (including items, item quantities, shipping details, and delivery address) are sent to our email sales@sv-audio.com. Products sold by STORGAARD&VESTSKOV are delivered to you by courier. The products will be at your risk from the day you (or anyone nominated by you) receive(s) the products.
12. Delivery of up to eight weeks after the order confirmation indicates timely delivery.
13. The shipment is considered properly delivered when it is placed at the nearest curb to the recipient's address, and a person at the recipient's address has acknowledged receipt.
14. Where STORGAARD&VESTSKOV deems that the agreed time of delivery cannot be complied with, or a delay in delivery is likely to occur, STORGAARD&VESTSKOV shall inform the retailer. If possible, with information about when delivery can be expected.
15. Delivery delays do not entitle the retailer to cancel any order unless STORGAARD&VESTSKOV is more than six months late based on the order confirmation.
16. Any claim for compensation in respect of delay is irrelevant to STORGAARD&VESTSKOV unless the retailer proves that we have acted with gross negligence. STORGAARD&VESTSKOV is in all cases without liability for any indirect damage. Further, we are not liable for delayed delivery from our courier.
17. If the retailer cancels the Agreement within six months of the indicated delivery date and STORGAARD&VESTSKOV is not at fault, STORGAARD&VESTSKOV is entitled to compensation for damages. This compensation cannot exceed the purchase price of the undelivered products.

Prices and Payment

The offer we agreed on regarding QTY and unit price is outlined in a separate sales agreement. However, the sales agreement follows the terms and conditions stated in this Agreement.

18. The price of any product will be today's price excl. VAT and other duties and including cost for normal packaging.
19. Prices may change at any time due to added costs affecting STORGAARD&VESTSKOV, but this will not impact orders for which an order confirmation has already been sent.
20. Payment of products must be made 30% by order confirmation to continue order processing, and the last 70% upon shipping.

We are under no obligation to deliver the products until we have received 100% payment from you.

21. Where the retailer fails to make payment within the stipulated time, STORGAARD&VESTSKOV shall be entitled to charge penal interest on the due date, such interest to be 1.5% per month, until payment has been made.
22. If the retailer has not paid the amount owing within a month of the due date, STORGAARD&VESTSKOV shall be entitled to terminate the purchase by giving notice to the retailer and claim compensation for the loss suffered.

Inspection and Notice of Defects

23. Our products are among others made of solid tiger bamboo extreme. This will result in natural color/nuance variations and does not constitute a defect in the products. Instead, they should be viewed as an expression of their unique design.
24. We guarantee all products sold under this Agreement will be of the highest quality and free from defects. We are solely responsible for original defects and deficiencies.
25. Immediately following delivery, the retailer is obligated to perform such inspection of the delivered products as required by usual good practice.
26. In case of visible damage or partial loss (shortage) of the delivered products, a written complaint must be made no later than the same day at 11:59 PM as of the delivery.
27. You have five business days after receiving the products to complain about hidden damage or loss. If you fail to do so, you forfeit the right to replacement or repair.
28. Retailer agrees to hold us harmless against all third-party claims and expenses arising from the use of products sold under this Agreement.
29. For replacement or repaired parts, STORGAARD&VESTSKOV is liable under the same terms as the original products, starting from the repair date. However, liability will not extend beyond two years from the original product's delivery date.
30. If a repair is needed, the parts will be returned to STORGAARD&VESTSKOV for repair or replacement, unless STORGAARD&VESTSKOV determines it can be easily fixed by the retailer.

31. If a repair/replacement is needed, the retailer shall bear the responsibility of transport and STORGAARD&VESTSKOV shall bear the responsibility of transport of repaired or replaced parts to the retailer. Defective parts are STORGAARD&VESTSKOV's property.
32. STORGAARD&VESTSKOV's liability shall not include defects arising from faulty maintenance or incorrect mounting carried out by the retailer, alterations or changes made without STORGAARD&VESTSKOV's consent in writing, repairs carried out improperly by the retailer.

Product liability

33. STORGAARD&VESTSKOV assumes liability for product claims under the Danish Product Liability Act, which cannot be waived. We are not liable for any commercial or business losses (including goodwill, profits, contracts, anticipated savings, data, or wasted expenditure) that were not reasonably foreseeable at the time the contract was formed.

Events outside our control

34. We are not liable for any failure or delay in fulfilling our contract obligations due to events beyond our control (Force Majeure), such as:
 - Strikes, lockouts, or industrial action.
 - Natural disasters (fire, explosion, storm, flood, earthquake, subsidence, epidemic).
 - Transport disruptions (rail, shipping, aircraft, motor transport).
 - Government legislation, regulations, or restrictions.

Our obligations are suspended for the duration of such events, with an extension of time for performance.

Disputes

35. Any disputes must be settled in the manufacturers' country. The court in Bornholm, Denmark, or The Maritime and Commercial Court in Copenhagen is agreed as the venue for any dispute between the retailer and manufacturer in connection to the order confirmation stated delivery.