

These terms and conditions of sale and delivery, including the order confirmation and any other agreement documents to which these terms of sale and delivery expressly refer, constitute the entire and sole basis of agreement between Thortrans A/S and the Buyer.

Company information

Company legal name: Thortrans A/S

CVR number: 14322981

Address: Frederiksdalsvej 14, 8940 Randers SV / Eriksvej 22, Randers SØ 8960

Email address: mail@thortrans.dk

Telephone number: +45 86438611

Website & webshop domain: thortrans.dk

These terms and conditions also apply to goods and services purchased through the companies owned by Thortrans A/S: Con Way Furniture Transport ApS, Hvejsel Møbeltransport A/S and Hellerup Flyttforretning & Kunsttransport. Everywhere in these terms and conditions where Thortrans A/S is mentioned, the above subsidiaries will implicitly have the same conditions, unless otherwise stated.

Bank connection

Sparekassen Kronjylland Tronholmen 1

8960 Randers SØ.

Reg. no. 6186 – account no. 0001392514.

General conditions

Legal notices between Thortrans A/S and the Buyer can be sent by e-mail and are considered to have effect when there is a non-automatically generated response or a receipt of receipt, respectively.

Thortrans A/S's failure to enforce or make use of any provision or right arising out of these Terms and Conditions of Sale and Delivery shall not be deemed a waiver of such provision or right, and shall in no way affect Thortrans A/S's right to enforce or exercise thereof at a later date.

The Buyer agrees that this document supersedes all previous written and oral agreements, understandings and obligations with Thortrans A/S regarding the sale and delivery of goods from Thortrans A/S.

If any provision of these Terms of Sale and Delivery is found to be invalid or unenforceable, that provision is limited or waived, then these Terms of Sale and Delivery shall continue in full force and effect in all other respects.



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Submission of offers

In connection with Thortrans A/S's submission of tenders, where the buyer submits tender documents with a description of the task, the buyer must mark the parts of the tender documents that are of importance for Thortrans A/S's submission of tenders.

The other tender documents will not be reviewed prior to the submission of the tender and are thus not valid between the parties.

Payment terms

Payment in webshop

Payment is made when the order is placed via payment card (VISA or Mastercard) or Mobilepay.

Payment for driving

Payment is made via Invoice sent by email and/or EAN.

The payment terms are payment in advance via invoice, unless other payment terms have been agreed. If other payment terms have been agreed, this will be stated in the written agreement between the parties.

It is a prerequisite for driving, in accordance with the submitted offer and regardless of the agreed start time for the assignment, that Thortrans A/S can have the customer credit approved and that the customer does not have overdue items in his account with Thortrans A/S. Otherwise, Thortrans A/S is entitled to refrain from carrying out the service in accordance with the submitted offer, and the customer cannot make a claim in this connection.

In the event of a balance due, Thortrans A/S is entitled to; to impose interest and charge a reminder fee. The interest rate for late payment is the highest legal interest rate in Denmark at any given time. Payments must be made in accordance with the invoice/pro forma invoice issued by Thortrans A/S. Payment must be made using the invoice number stated in the comment field on the bank transfer.

Prices

Orders are accepted at the prices in force at the time of delivery. We reserve the right to make any price adjustments as well as changes in product specifications, tax changes, printing and image errors, etc.



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Prices and delivery terms are subject to change until delivery, unless otherwise confirmed in writing by Thortrans A/S. All prices are stated excluding VAT and taxes, as well as 'out of stock'. Transport costs are added to the price.

Regardless of agreed prices, Thortrans A/S is entitled to adjust prices and changes in exchange rates, imports or public taxes without further notice as of the **time** such taxes come into effect.

Prices based on exchange rates between Danish kroner and other currencies are calculated based on the exchange rate on the date of order confirmation, unless otherwise stated.

Maximum loading/unloading time is 15 minutes for trailers/semi-trailers and 15 minutes for solo vehicles, after which waiting time is calculated. In the case of a total waiting time of more than 180 minutes, the whole day is calculated on hourly wages and any outlays.

For hourly driving with expenses, you will always be invoiced for a minimum of 1 hour.

Reservations are made for external price and tax increases.

Addendum

Prices are exclusive of diesel fuel surcharges, taxes and VAT. Diesel oil surcharge is adjusted on the basis of ITD's cost index.

Expenses for bridge, ferry, tolls and customs are settled separately, unless otherwise agreed.

The prices are daily prices with the usual reservations for price increases in connection with the oil situation and tax adjustments as well as other political/economic interventions that we are not aware of today.

The prices are based on driving in the period from 7.00 am to 3.00 pm.

When driving outside Denmark, additional expenses for special transport documents and customs clearance must be expected.

Warehouse hotel

As a customer at the storage hotel, you as a customer receive the invoice on the first working days of the following month.

Hourly prices are settled with a minimum of 1 hour of consumption, with memories being agreed in writing.



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All agreements are made in writing, an email is considered a valid document for the conclusion of an agreement.

Additional costs that are not caused by Thortrans are settled to Thortrans by the customer or their customer.

Upon termination, the customer pays for the number of m2 or pallet passes mentioned in the contract, with the highest applicable average, until the end of the collaboration.

Replacement of damaged goods is done in accordance with NSAB. All agreements are made after NSAB2000/NSAB2015

Prices are added to VAT and are settled in DKK unless otherwise agreed in writing.

Terms and conditions for purchases in the webshop

Thortrans A/S's goods are purchased for consumption, and the buyer is not entitled to wholesale resale or distribution of the goods unless this is expressly agreed with Thortrans A/S.

The goods must be stored and transported by the buyer in accordance with applicable legislation and in accordance with the instructions that accompany the goods. Further information on this can be found on thortrans.dk.

Delivery in Denmark and abroad

Goods are delivered by agreement with the buyer according to confirmed delivery schedule and place. Orders placed by the buyer are considered binding. Binding orders cannot be terminated or cancelled by the buyer without prior written agreement with Thortrans A/S.

Delivery times stated or accepted in order confirmations are indicative. All deliveries are out of stock, unless Thortrans A/S and the buyer expressly agree otherwise.

Handling and handling fee is 85,00 DKK. for purchases under DKK 2,000.00 excl. VAT.

If Thortrans A/S has not been provided with an e-mail invoice address or if there is no EAN number in the case of any electronic invoice, an invoicing fee of DKK 35.00 will be charged. In the event of default (actual or anticipated) by the Buyer, Force Majeure (see below) or supplier relationships beyond Thortrans A/S's control, Thortrans A/S is entitled to postpone and/or possibly cancel delivery, without liability to the Buyer.

If the shipment is delayed due to delays at the shipping company, Thortrans A/S will not provide compensation. If for any reason the shipment has not arrived, please contact us. A new shipment is not automatically sent.



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If good exchange pallets are not exchanged upon delivery, pallets will be invoiced for 95 DKK. per piece excl. VAT. Thortrans A/S delivers orders to most EU countries. Typically, a shipment will take 5-10 business days depending on which country the order is to be delivered in.

Goods are generally transported on EUR pallets, unless otherwise agreed, otherwise special prices must be expected.

The driving will take place with trailers and semi-trailers, unless otherwise stated.

If a different vehicle type is ordered than the one offered, the invoice price will change.

Unless otherwise agreed, invoices are based on consignment notes, delivery notes or received electronic data.

A receipted consignment note or photo documentation is valid delivery documentation.

It is always the customer's responsibility to ensure free access as well as correct transport and address information so that pick-up/delivery is possible. If this is not met, additional costs must be expected.

Shipping and shipping costs

All costs for shipping are paid by the buyer, unless otherwise agreed in the confirmed sales and delivery plan.

Any estimated shipping costs for e-orders, quotes and confirmations are not final, the final shipping cost is only determined upon dispatch of goods based on actual weight and volume.

Property

The delivered goods remain the property of Thortrans A/S until payment has been made in full.

Logo, name and sales material from Thortrans A/S are copyrighted and may not be used/distributed/duplicated by anyone other than Thortrans A/S, unless an express agreement for use is entered into with Thortrans A/S.



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Force majeure

Thortrans A/S cannot be held responsible for its failure to fulfil its obligations, including in the event that Thortrans A/S is prevented from doing so either as a result of events beyond its reasonable control, e.g. fire, flood, war, embargo, strike, unforeseen shortage of goods and materials, delay or interruption of transport, governmental action, act or negligence by the Buyer ("Force Majeure"), provided that Thortrans A/S immediately notifies the Buyer thereof and uses all reasonable means to remedy the Force Majeure event immediately.

Confidentiality

To the extent that the Buyer or other party becomes aware of trade secrets, new products/initiatives, recipes, data, figures, confidential information about Thortrans A/S or its customers and/or business associates, the Buyer/other party must keep this information strictly confidential and not misuse it for personal or business purposes. Such confidential information may not be copied and/or used for business purposes or disclosed to third parties without Thortrans A/S's express and prior consent.

Complaints in general

Defects and defects in a product must be immediately reported to Thortrans A/S. The Buyer is obliged to inform Thortrans A/S of missing or damaged goods or packaging within 48 hours from delivery to the Buyer. If the Buyer does not complain in accordance with the above, the goods are considered to have fulfilled the order placed by the Buyer.

Thortrans A/S is always entitled, without undue delay after receipt of a complaint, to take back a defective product and/or make a return of the product for full and final rectification of any defect.

The right of complaint lapses, no matter what, along with the product's declared shelf life, and Thortrans A/S has no responsibility for expired goods that have otherwise been delivered with the agreed shelf life.

Thortrans A/S has no liability for defects that are due to conditions that occurred after delivery.

Complaints in connection with purchases of private customers on webshop thortrans.dk

Special rules apply to sales to private customers: Here, the deadline for complaints has been extended to 14 days after the customer has received the product.



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Return

Delivered goods are only received back by prior agreement and returns must be notified in writing to Thortrans A/S no later than 48 hours after delivery. If a product is to be credited, Thortrans A/S is entitled to calculate a crediting fee of up to 20% of the invoice value.

Items with a limited shelf life cannot be returned nor credited.

If no written return has been agreed with Thortrans A/S, Thortrans A/S will refuse receipt. The item must be returned in clean, unbroken and undamaged original packaging. In addition, the original packaging must be protected during return shipping. If this is not met, Thortrans A/S will refuse to take the order back.

The buyer must send the order back to Thortrans A/S without undue delay and no later than 14 days after the buyer has notified Thortrans A/S that the item is being returned. The buyer must bear the direct costs in connection with the return of the goods. When returning, the buyer is responsible for ensuring that the item is packed securely. The buyer bears the risk for the product from the time the buyer receives the product to the time of delivery to Thortrans A/S.

These items cannot be returned

Goods which are sealed for health protection or hygiene reasons and where the seal has been broken after delivery. For safety reasons, face masks where the packaging is broken cannot be returned.

Purchased goods, logo items, made-to-measure items or other specially taken home items cannot be returned.

Refund of the purchase amount

If an item is returned, the buyer will receive a refund of the amount paid to Thortrans A/S. However, no additional costs due to the buyer's own choice of a different form of delivery than the form of delivery Thortrans A/S uses. Please note, any shipping surcharges and fees are non-refundable. We will withhold the refund until the item has been received back at Thortrans A/S.



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Returns in connection with purchases of private customers on webshop thortrans.dk

Private customers have the right to a 14-day cancellation of a purchase when buying on the internet. However, returns must be agreed with Thortrans A/S before a given item is returned. It is the buyer who must bear shipping costs in connection with the return. The item must be returned in the same condition and packaging as when sent to the buyer. If the product is returned with defects or damages, Thortrans A/S reserves the right to withhold part or all of the total purchase price. The purchase price is the given order excluding any shipping, delivery and handling fees.

The same conditions apply as in the above section "These items cannot be returned", that the item in question cannot be returned, and that the order cannot be cancelled once the order has been placed with Thortrans A/S.

Product liability

In the event of hidden defects, or if the delivered product causes damage to the buyer or a third party, Thortrans A/S is not liable unless it can be documented that the damage is due to error or negligence attributable to Thortrans A/S.

Responsibilities

All tasks are carried out in accordance with the general provisions of the Nordic Freight Forwarders' Association ([NSAB 2015](#)). These provisions contain limitations on our liability in relation to loss, deterioration or damage of goods to SDRs^[1]8.33 per kg. goods, and for delays up to the freight amount, a maximum of SDR 50,000 for each order.

In the case of warehousing, the freight forwarder's total liability for damage in the event of a single incident is limited to SDR 500,000. Particular attention is drawn to the fact that claims against the freight forwarder are time-barred after 1 year, and that the lien includes both current and previous claims. Claims for freight etc. must be honored regardless of the terms of delivery in the trade agreement.



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Substitute

Regardless of the basis of liability, the Buyer agrees that Thortrans A/S does not under any circumstances assume liability for delay, operating loss, loss of profit, or any other indirect or consequential loss by the Buyer or its customer, in connection with an order placed by the Buyer to Thortrans A/S. Unless it is finally determined by a competent court that Thortrans A/S is liable for damages for a claim due to gross negligence or willful conduct, any compensation for loss hereunder is limited to the value of the goods sold by Thortrans A/S to which the claim relates.

Effective November 2017

[1]SDR Special Drawing Rights, special drawing rights on the International Monetary Fund (IMF). The SDR is defined as a basket of currencies consisting of \$0.632, €0.410, 18.4 yen, and £0.0903. ([Source](#))

