

Monofiber's Sales and Delivery Conditions

1. Basis of Agreement

These Sales and Delivery Conditions, together with Monofiber's offer and order confirmation, constitute the complete basis of agreement with the customer. The customer's purchasing conditions, printed on orders or otherwise communicated to Monofiber, are not part of the agreement unless expressly confirmed in writing by Monofiber.

2. Suppliers

Monofiber reserves the right for non-delivery from subcontractors.

3. Payment Terms

Payment terms and interest conditions are stated in the order confirmation and are set by Monofiber. It is reserved that credit insurance may be purchased for the order. Credit may be withdrawn without notice.

4. Shipping

Incoterms for the relevant order are stated in the order confirmation. The customer must be aware of the transfer of risk and ensure proper insurance.

5. Delivery Time and Delays

Monofiber delivers all sold products within the delivery time stated in the order confirmation. Unless otherwise agreed, Monofiber reserves the right to deliver earlier than the stated delivery time. Delayed delivery does not entitle the customer to compensation. However, the customer is entitled to cancel the order in writing if Monofiber, after written demand, does not deliver within a reasonable time.

6. Receiving Inspection

The customer is obligated to inspect the delivered goods without undue delay in order to identify any transport damage and to ensure conformity with the accompanying packing slip. The inspection must take place upon arrival of the goods at the customer's warehouse or production facility. If damages, defects, or errors are identified, including incorrect delivery, this must be noted on the waybill at receipt or the goods must be rejected. Monofiber must also be immediately notified in writing.

7. Use of the Delivery

The customer is responsible for familiarizing themselves with the characteristics of the ordered product and independently carrying out relevant tests of the product for its intended use. Monofiber strives to make TDS/SDS available on its website but assumes no responsibility in this regard. The customer does not derive any rights from product descriptions or recommendations. Use is at the customer's own risk.

8. Non-Payment

Failure to pay on time in accordance with the order confirmation/invoice may lead to the sale being cancelled without notice, and any undelivered goods being withheld.

9. Retention of Title

Monofiber retains ownership of the delivered goods until the full purchase price has been paid.

10. Liability

Monofiber has extensive knowledge and experience with its products. However, Monofiber does not assume any advisory or design responsibility for the customer's use of the product. See also point 7. Monofiber is not liable for any indirect losses of any kind. Monofiber is free of liability if damage could have been avoided by the customer's observance of points 6 and 7.

11. Force Majeure

Danish legal rules on Force Majeure apply to all deliveries. Force Majeure also includes delivery difficulties or impossibility due to governmental regulation caused by a virus, or a virus's negative impact on Monofiber's or its partners' ability to deliver, whether foreseeable or not. Arising delivery difficulties entitle Monofiber to cancel the delivery.

12. Choice of Law and Jurisdiction

The parties' dealings are subject to Danish law. Any dispute shall be resolved by the Danish courts.