



GENERAL TERMS HARDWARE

Version 2.2



OBJECTIVE

These conditions ("the Conditions") are applicable for any purchase of hardware ("the Hardware") from Tasklet Factory. Deviations are only acceptable with expressed consent from Tasklet Factory in written.

OFFERS

Tasklet Factory offers are non-binding unless expressly stated otherwise. If a confirmed order refers to delivery of the Hardware as a part of a system, Tasklet Factory reserves the right to change the configuration or replace the Hardware with other Hardware of equal value and performance capabilities. Tasklet Factory reserves the right to change quantities and time limits as long as this can be effectuated without material disturbance of the Customer.

PRICES

Prices stated in the order confirmation are definitive. All prices are Ex-Works (ref. Incoterms 2010) and do not include packaging, freight, insurance, customs and sales tax. Where unforeseeable costs occur after conclusion of contract during fulfillment of the order Tasklet Factory reserves the right to adjust prices within the framework of the total delivery and without charging additional profit. Standard terms of payment are 8 days after the issue of invoice. The invoice is issued when the Hardware is delivered. Late payments will incur interests at the rate of EURIBOR3 + 7%.

OFFSET AND WITHHOLDING

The Customer is only entitled to offset with uncontested or legally justified counterclaims, which also applies for withholding of assets.

DELIVERY

Tasklet Factory attempts to deliver according to the demand of the Customer and shall be entitled to deliver as soon as possible according to the demand of the Customer. However, Tasklet Factory shall be entitled to deliver up till 14 days after an agreed delivery date without resulting in remedy for breach.



In the event that delivery takes place later than 14 days after an agreed delivery date the Customer shall have the right to revoke the delivery. Revocation shall not allow the Customer to pursue remedy, just as no other remedy for breach, such as claims for damages, discount or the like shall be applicable.

TRANSFER OF RISK

Risk of accidental destruction of goods shall transfer upon beginning of transfer, or at the earlier time, when the goods are reported ready for collection ex. works.

RETENTION OF TITLE

Tasklet Factory retains the title to all delivered goods, until payments of all claims from the current and previously delivered contracts have been completely paid. The Customer is required to keep all delivered goods separate from other goods, and keep the goods clearly marked with the name of Tasklet Factory until the execution of effective payment.

DEFECT

Any defect which originate from the product as such including its' design, construction, choice of material etc. must be levelled with the manufacturer. Such defects can under no circumstances be levelled with Tasklet Factory. Only if a defect is due to handling or packaging or other actions in the period where the goods were subject to the control of Tasklet Factory the defect can be levelled with Tasklet Factory. The Customer shall immediately examine the goods and report visible defects to Tasklet Factory.

RETURN POLICY

Tasklet Factory does not grant any right of cancellation upon an order being placed to procure hardware. No returns will be accepted, and no refunds will be given unless the product arrives broken or is DOA (Dead on Arrival).



JURISDICTION

Danish law shall apply to the Conditions. Any dispute, controversy or claim arising out of or in connection with the Conditions shall be finally settled in accordance with Danish Law with The Court of Aalborg, Denmark, as venue.