

&Tradition®

General Terms & Conditions for Sales (B2B)

These general terms and conditions for sales ("GTCs") shall govern all purchase orders ("Order" or "Orders") placed with &Tradition A/S, CVR-nr. 18169304, Fredericiagade 21, 1310 Copenhagen K, Denmark ("&Tradition"), unless otherwise explicitly agreed in writing between the buyer ("Buyer") and &Tradition.

- 1. Prices**
 - 1.1. All prices in the price list are recommended resale prices.
 - 1.2. &Tradition may, without prior notice and with immediate effect, change the recommended resale prices, net prices, and/or discount structures.
- 2. Quotations**
 - 2.1. Any quotation given by &Tradition will be valid 60 days from the date of issuance, unless otherwise stated.
- 3. Order Handling and Confirmation**
 - 3.1. Orders must be sent to info@andtradition.com or to the Buyer's assigned sales representative.
 - 3.2. Orders shall not be binding on &Tradition until the Buyer has received &Tradition's written order confirmation.
 - 3.3. The Buyer must review the order confirmation immediately upon receipt thereof and report any errors within 24 hours to &Tradition on info@andtradition.com or +45 3920 0233.
- 4. Changes and Cancellations of Orders**
 - 4.1. Orders can be changed or cancelled in accordance with below rules:
 - 4.2. *Stock products (standard collection)*
 - 4.2.1. For stock products, the Buyer may change or cancel the Order within 24 hours from receipt of the order confirmation. Changes or cancellations later than 24 hours are not possible.
 - 4.3. *Non-stock products (standard collection)*
 - 4.3.1. For non-stock products (standard collection), the Buyer may change or cancel the Order within 72 hours from receipt of the order confirmation.
 - 4.4. *Customized products*
 - 4.4.1. For customized products changes or cancellations are not possible.
 - 4.5. If &Tradition, at its sole discretion, accepts a cancellation request in writing after the above-mentioned deadlines, the Buyer shall be subject to a cancellation fee determined by &Tradition.
- 5. Terms of Payment**
 - 5.1. Payment is 14 days net from invoice date.
 - 5.2. Conditions of payment and payment procedures are stated in the order confirmation and invoice.
 - 5.3. &Tradition reserves the right at any time to demand full or partial advance payment on Orders.
- 6. Reservation of Title**
 - 6.1. Delivered products remain the property of &Tradition and &Tradition will retain full title over the delivered products until the full invoiced amount including delivery charges as well as interest payable in arrears is fully paid. The Buyer shall be obliged to clearly mark the delivered products as being the property of &Tradition until full payment has been made.
 - 6.2. Additional and specific terms on retention of title applicable to the Order may be set out in the quotation, order confirmation, delivery note and/or invoice.
- 7. Terms of Delivery**
 - 7.1. The shipment date of the Order will be stated on the order confirmation.
 - 7.2. If the Order cannot be shipped in accordance with the stated delivery date, &Tradition will inform the Buyer without undue delay and inform the new shipment date and send an updated order confirmation to the Buyer. Only if the delay exceeds 3 months and is not due to force majeure, the Buyer is entitled to cancel the Order. The Buyer is not entitled to make further claims against &Tradition in cases of delay.
 - 7.3. The lead times as stated in &Tradition's price list in force from time to time can only be used as indicative.
- 8. Delivery Costs**
 - 8.1. Delivery costs for the Order will be stated in the order confirmation.
 - 8.2. Delivery costs are calculated on basis of the total Order amount and will be charged for each shipment.
- 9. Transportation**
 - 9.1. *Standard Delivery*
 - 9.1.1. The standard delivery term is DAP (Incoterms 2020), and Orders will be shipped from &Tradition or its affiliated warehouses or directly from its suppliers. &Tradition will confirm on the order confirmation if DAP delivery is possible.
 - 9.1.2. Delivery can only happen to shop or warehouse addresses during weekdays and normal working hours of the Buyer.
- 5.4.** In case of late payment, interest will be charged at a rate of 1.5% per month or part thereof as of the due date.
- 5.5.** Furthermore, &Tradition reserves the right to suspend a Buyer's account if the Buyer's balance is due, in which event no Orders or deliveries to the Buyer will be processed.



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- 9.1.3. The Buyer must inform &Tradition of all relevant information related to the Buyer's ability to receive the

Order, e.g. if the transportation must be carried out with a big or small lorry, with or without a fork lift, opening

hours etc. Any failure to inform &Tradition thereof which consequently results in a failed delivery will be imposed a charge cf. 9.1.4.

- 9.1.4. In events where the Buyer needs a fixed delivery date and/or slot for the Order, redelivery due to failed delivery attempt of an Order, change of delivery address and/or change to Orders after the deadlines defined in these GTCs additional costs will be charged the Buyer.

- 9.1.5. A fixed delivery date and/or slot must be informed and accepted by &Tradition in advance of placing the Order and shall be considered agreed when stated in the order confirmation.

9.2. *Non-standard Delivery*

- 9.2.1. Where standard delivery is not possible or offered, the delivery term is EX-WORKS (Incoterms 2020) at a designated address, such to be accepted by &Tradition in advance.

- 9.2.2. EX-WORKS Orders will as standard be packed for SEA-freight. If the Buyer wishes the Order packed for AIR-freight, such must be informed and accepted by &Tradition in advance of placing the Order and shall be considered agreed when stated in the order confirmation.

- 9.2.3. The Order must be collected at the designated location as stated in the order confirmation no later than 30 days after the delivery date. Any delay in picking up the Order will be charged a fee per week of delay.

- 9.2.4. If the Order hasn't been collected within 60 days from the delivery date this will be deemed as if the Buyer has cancelled the Order, in which event the Buyer will be charged the total Order amount and other incurred costs related to the rearrangement of the packing and shipping of the Order.

10. **Inspection of Orders upon Delivery and Claims**

- 10.1. The Buyer is obliged to inspect the Order upon delivery and check that the number of packages corresponds with the delivery note and that the packaging and products are free from visual defects.

- 10.2. If a delivery does not comply with the corresponding Order or delivery note, or if the products received appear to have been damaged during transportation, the Buyer must ensure to record a reservation on the delivery document upon receipt or alternatively reject receipt of the Order. If reservation is made subject to receipt of the Order, this must be as specific as possible and include photo documentation of all visual damages in accordance with the claims procedure outlined below. &Tradition shall

have the right to reject all claims in connection with visual damages and/or quantity errors if the Buyer has not made a reservation on the delivery document.

10.3. *Claim Procedure*

- 10.3.1. The Buyer must notify &Tradition of any claims related to clause 10.2. no later than 2 calendar days after delivery of the Order by sending an e-mail to info@andtradition.com informing:

- Sales order number or invoice number;
- Purchase order no. (PO no.);
- &Tradition item number;
- Description of the claim; and
- Photo documentation supporting the claim.

- 10.3.2. Any claims made subject to the warranty provisions must be notified &Tradition without undue delay and include same documentation as outlined in 10.3.1. and send by e-mail to aftersales@andtradition.com.

- 10.3.3. &Tradition reserves the right to reject any claims that do not meet the requirements as set out herein.

- 10.3.4. Insofar &Tradition approves the claim, &Tradition shall at its sole discretion determine its remedy whether to repair, replace the product or repay the purchase price. The Buyer is not entitled to make financial claims against &Tradition in cases of non-conforming products, unless where mandatory applicable law precludes or prohibits any exclusion or limitation of liability.

11. **Warranty**

- 11.1. &Tradition provides a two-year warranty on all standard products and five-year warranty on all standard furniture against defects in materials and workmanship. The warranties do not extend to situations and/or defects resulting from, without limitation, any of the following:

- Non-compliance with &Tradition's instructions for assembly, use, maintenance or care;
- Exposure to direct sunlight or heat from i.e. radiators that may fade and dry out surfaces on wood, fabrics or leather;
- Normal wear and tear, including without limitation deformation of foam, webbing, paper cord and rattan, or damage to upholstery; or
- Use of customer's own material (COM), other non-standard fabrics or leather not listed in &Tradition's pricelist on a specific product, or customer-supplied components.

- 11.2. The warranty will become void upon any alteration or repair of product on the Buyer's own initiative.



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- 11.3. **Tolerances**
11.3.1. Variations naturally occurring in wood, leather, marble and other natural materials, as well as formation of wrinkles on leather and fabrics on upholstery products, are not considered defects in material or workmanship.
- 11.3.2. For products with LED light, reduction in light output may be expected over time.
- 11.4. **Assembling and Maintenance Guides for Products**
11.4.1. On www.andtradition.com instruction manuals, care and maintenance guides are available.
- 12. Product Compliance**
12.1. &Tradition shall be responsible that any product delivered adheres to all laws and regulations applicable to the product within the delivery location at the time of delivery to the Buyer.
- 12.2. The Buyer undertakes not to export the products to countries where the products do not comply with the laws and regulations applicable to the products in respect to without limitation materials, labelling, packaging, technical requirements etc. The Buyer shall indemnify and hold &Tradition harmless for any damage, loss or claim resulting out of or in connection with the Buyers breach thereof.
- 13. Force Majeure**
13.1. &Tradition shall not be in breach nor liable for any delay in performing, or failure to perform, any of its obligations pursuant the Order if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 14. Customer's Own Material (COM)**
14.1. &Tradition may, at its sole discretion, accept COM orders where the Buyer wishes to use its own material, including but not limited to textiles, leather, or wood. Any such material must be tested and approved in writing by &Tradition. Approval solely confirms technical suitability for use on the selected product.
- 14.2. The Buyer is responsible for sourcing, delivering, and ensuring the quality, suitability, and quantity of any COM material supplied.
- 14.3. Lead time for COM products is calculated from receipt of the material. &Tradition is not liable for any delay resulting from issues related to the COM.
- 14.4. &Tradition does not guarantee compliance with laws, the alignment of patterns, or the final visual appearance.
- 14.5. Any warranty provided by &Tradition does not apply to COM products. The Buyer shall indemnify and hold harmless &Tradition against any claims, losses, damages, or costs arising out of or in connection with the use of COM.
- 15. Termination**
15.1. Each party may terminate the agreement, including the trade relationship governed by these GTCs, for convenience by giving the other party one (1) months' prior written notice.
- 16. Governing Law and Jurisdiction**
16.1. The Order, including these GTCs shall be governed by and construed in accordance with the laws of Denmark, excluding its conflicts of law provisions and the CISG.
- 16.2. Any disputes between the Parties arising out of or in connection with the Order and/or GTCs shall be settled by the City Court of Copenhagen.
- 17. All Rights Reserved**
17.1. &Tradition is not responsible for any printing errors or price errors. &Tradition reserves the right to make changes or to discontinue any product or part thereof without prior notice.
- 18. Contact Information**
&Tradition A/S, CVR-nr. 18169304
Office: Fredericiagade 21, 1310 Copenhagen, Denmark
Showroom: Kronprinsessegade 4, 1306 Copenhagen K, Denmark, +45 3920 0233,
info@andtradition.com
- Last updated 15-05-2025*

