

General Conditions

Preamble

These General Conditions shall apply to any business transaction with Gabriel A/S, save as varied by express written agreement between the parties.

Product data

Any data included in catalogues, brochures, pattern cards, drawings etc. constitute an approximate guide and shall not be binding save to the extent that they are expressly included in the agreement.

Quantities and dimensions

If supplying orders made especially to specifications stipulated by the buyer, Gabriel A/S shall be entitled to exceed the agreed quantities and dimensions by up to 10 % at the expense of the buyer.

Statutory and Regulatory Requirements

The buyer shall inform Gabriel A/S of any statutory and regulatory requirements in relation to the use of Gabriel's products. Any such statutory and regulatory requirements shall be included in the written agreement made by Gabriel A/S, on the basis of which buyer places his orders.

Price and payment

Any prices shown in price lists are exclusive of VAT. Gabriel A/S shall be entitled to alter prices with immediate effect.

Unless otherwise specified or agreed in connection with quotation or acknowledgement of order, the list prices of Gabriel A/S in force at the time of delivery shall apply to all deliveries.

Payment shall be made in accordance with the terms of payment agreed or specified in the invoice. If no express agreement has been made regarding the time of payment and if no terms of payment are specified in the invoice, payment shall be effected immediately upon delivery.

If the buyer delays in effecting payment, the buyer shall be obliged to pay interest on the purchase price at the rate of 1.25 % per month from the day on which payment was due until payment is effected.

Delivery

Unless otherwise agreed, any sale shall be deemed to be „ex works“ and the buyer shall bear the cost and risk of transport from this address.

The time of delivery stated by Gabriel A/S is an estimate only and small deviations from any such stated delivery time shall in all respects be deemed to constitute delivery in time.

In the case of considerable delays in relation to the agreed or stated time of delivery, the buyer shall be entitled to cancel the purchase. The buyer shall not be entitled to compensation, nor shall he have any other claim in respect of any delay in delivery.

Goods can only be accepted for return by prior agreement.

Defects and notification of defects

The buyer shall carry out a thorough examination of the products immediately upon delivery. In particular, the buyer shall be responsible for checking the quantity received, the quality of the products and the colour before the product is put into use.

Gabriel A/S shall not be liable for any loss resulting from failure by the buyer to examine the products.

The buyer shall notify Gabriel A/S of any defects without delay when any such defects have been discovered or ought to have been discovered and no later than fourteen days after delivery of the product.

Gabriel A/S shall be entitled at its own option to repair or replace the product or to grant a proportional reduction of the purchase price.

The buyer shall not be entitled to cancel the purchase or claim compensation in respect of any defects if Gabriel A/S proceeds to remedy the defects in any of the ways indicated above.

Gabriel A/S shall in no circumstances be liable for any consequential damage resulting from defects in the products delivered, including transport costs in the case of replacement delivery, replacement costs, loss of time or any other inconvenience.

Liability incl. product liability

Gabriel A/S shall be liable for damage caused by the products delivered only if it is proved that such damage was caused by negligence on the part of Gabriel A/S.

Provided always that Gabriel A/S shall in no circumstances be liable for loss of production, loss of profit or any other consequential damage and indirect loss.

The liability of Gabriel A/S for damage to real and personal property shall in no circumstances exceed DKK 500,000.

To the extent Gabriel A/S might incur liability towards any third party, the buyer shall indemnify the vendor in so far as the vendor's liability has been limited by the preceding paragraphs.

Force majeure

If, by reason of any cause whatsoever beyond the control of Gabriel A/S, including fire, war, strike, industrial dispute, currency restrictions, embargo etc., Gabriel A/S fails or delays in performance of its obligation to deliver, Gabriel A/S shall be entitled to suspend its obligations without incurring liability for any loss incurred by or inconvenience caused to the buyer in consequence of the suspension.

10 year guarantee

Gabriel guarantee that all fabrics listed in the price list will wear for 10 years at normal office or home wear, normal maintenance, appropriate upholstery as defined below *).

In case that the guarantee would become effective,

- the guarantee would be covering replacement of the fabric as per an accepted claim only. This guarantee does not cover any costs for the re-upholstery process or any other costs related to the claim.
- Gabriel shall charge 10% of the original invoiced price per meter per year after the time of the original delivery of the claimed Comfort fabric (10% after one year, 20% after two years etc.).

*) Normal office or home wear comprises daily usage for 8-9 hours in an office or private accommodation environment. The guarantee does not cover wear and tear within limited spots of the fabrics (could be caused by for example a metal zip in a pair of blue jeans, a person having a metal comb in his back pocket, etc.)

Further, it is a precondition that the fabric is carefully maintained, especially that it is kept free from dust and dirt in accordance with Gabriel's Maintenance Guide.

Finally, the upholstery should be without sharp edges and corners. Also, the consistency of the upholstery foam used should stay the same for at least 10 years and must not crumble.

Competence

Any dispute or disagreement arising between Gabriel A/S and the buyer, including also disputes relating to financial matters, shall be settled in accordance with the laws of Denmark by the Copenhagen Maritime and Commercial Court, Denmark, the decision being final and binding on both parties.

Provided always, however, that Gabriel A/S shall be entitled to bring an action before the competent court of the place where the buyer has his registered office.