

GENERAL CONDITIONS OF SALE

Special considerations for individual products must be observed and will appear in General Technical Conditions, specific Product Descriptions, Installation and Cleaning Instructions.

Defects/deficiencies

For the delivery in question, Hammer Carpets guarantees for visible and hidden defects and shortcomings attributable to material and/or processing. Visible defects and shortcomings must be reported immediately in a written statement describing the shortcomings.

The warranty is void for visible defects/shortcomings if cutting or working of the product has begun. It is the responsibility of the buyer/customer to check colour matching and pattern repeat prior to installation of carpet lengths to be installed next to each other. The burden of proof rests with the buyer/customer for a suitable and flawless subfloor, correct treatment and compliance with the Installation Guide.

For a variety of reasons, it may sometimes be necessary to fit faulty carpets temporarily. This is done as far as possible using double-sided tape.

In case of carpet replacement in connection with hidden defects/shortcomings, Hammer Carpets covers the following costs:

DOMESTIC PRODUCTS, REMOVAL AND CLEANING	EUR 2.00 PER M ² + VAT.
DOMESTIC PRODUCTS, INSTALLATION	EUR 4.00 PER M ² + VAT.
CONTRACT PRODUCTS, REMOVAL AND CLEANING	EUR 4.00 PER M ² + VAT.
CONTRACT PRODUCTS UNDER 100 M ² , INSTALLATION INCL. ADHESION	EUR 9.50 PER M ² + VAT.
CONTRACT PRODUCTS OVER 100 M ² , INSTALLATION INCL. ADHESION	EUR 7.50 PER M ² + VAT.
OR AT AN HOURLY RATE	EUR 48.00 PER HOUR + VAT. (INCL. SOCIAL BENEFITS)

Work that can only be performed outside normal working hours must be agreed and approved by Hammer Carpets before the commencement of work. The price per hour outside normal office hours will be an additional 50%.

In the event of faulty deliveries, Hammer Carpets is not responsible for any costs incurred in connection with installation or removal. Hereunder loss of rent, moving/removal of furniture, changes to installations, operating loss, time waste, salary costs or other inconveniences.

Returns

Delivered carpets can only be returned by prior agreement and are only accepted if they are properly rolled, packaged and labelled. If this is not the case, the product is returned at the customer's expense and risk.

Product liability

Hammer Carpets is liable for personal injury only if it can be proven that the injury is caused by errors or negligence by Hammer Carpets or others for whom Hammer Carpets is responsible. Hammer Carpets shall not be liable for any damage to property or effects once the delivery is in the buyer's possession. Hammer Carpets is also not liable for any damage to products manufactured by the buyer or for products in which they form part. In addition, Hammer Carpets is responsible for damage to property and effects under the same conditions as for personal injury.

Hammer Carpets is not responsible for operating loss, lost earnings or other indirect losses. To the extent that Hammer Carpets may be liable for product liability to third parties, the buyer is obligated to hold Hammer Carpets indemnified to the same extent as Hammer Carpets responsibility is limited according to the three previous clauses. If a third party makes a claim against one of the parties for liability under this clause, that party shall immediately inform the other party thereof.

Hammer Carpets and the buyer are mutually obligated to sue in a court that handles claims for damages raised against one of them on the basis of a damage claimed to be caused by the delivery. The mutual relationship between the buyer and Hammer is always to be settled by arbitration. The limitations in Hammer Carpet's liability do not apply if Hammer Carpets is guilty of critical negligence.

Legal venue

Any dispute or disagreement that might arise between Hammer Carpets and the customer, including financial matters, must be settled at the Sø- & Handelsretten (The Maritime and Commercial Court) in Copenhagen, Denmark in accordance with Danish law. However, the above venue clause should not prevent Hammer Carpets from filing suit against the customer at his/her venue.

Cancellation of orders

Cancellation of orders cannot be made after special production is initiated and/or after specially paid raw materials have been ordered.

Disclaimer

Hammer Carpets reserves the right to impose production-related changes and changes in technical specifications without notice.

Retention of title

The delivered goods remain the property of Hammer Carpets until payment is made in full.

Payment

Non-payment will, after the due date, result in surrender to a lawyer without further notice, and the lawyer will be able to claim collection costs beyond what is stipulated in statutory rule No. 601 of 12/07/2002.