

Terms & Conditions

Scope

The following conditions are the general terms of sale and delivery, which apply to all ENORM Biofactory A/S' (hereinafter referred to as ENORM) agreements, offers, order/order confirmation, sales, and deliveries unless the conditions have been deviated from by another written agreement.

Ordering

ENORM's offer is valid for a maximum of 7 days from the date of the offer.

The agreement is only finally concluded when the customer receives order confirmation from ENORM.

Payment

All prices exclude VAT and any taxes and fees. All costs associated with transporting the goods, such as freight, insurance, etc. are invoiced separately and must be paid by the customer.

If, after order confirmation, extraordinary increases in material prices, taxes, duties, or the like occurs, ENORM is entitled to adjust prices up with such increases.

The customer must pay all invoices no later than 8 days after invoicing. If the customer fails to pay an invoice on time, ENORM is entitled to interest on the amount due at the rate of 1% per commenced month from the due date until payment is made. If Customer fails to pay an overdue invoice after written notice, ENORM shall be entitled, in addition to interest, to: (i) terminate the sale of goods not yet delivered to Customer, or (ii) demand advance payment therefor, and/or (iii) assert other remedies for default.

The ownership of the goods will remain in possession of ENORM until payment has been made in full.

Delivery

ENORM delivers to the customer's address.

The delivery time is stated in the written order confirmation and is subject to the condition that all technical details and formalities for the completion of the order are available at this time. Otherwise, the delivery time is calculated from the time when all conditions have been rectified.

If the order includes delivery of goods successively over an agreed period, the goods will be delivered evenly distributed over the period. If the customer refuses receipt of the goods, ENORM is entitled to consider the rest quantity cancelled or maintain the order and store the goods at the customer's expense and demand payment for the unpurchased quantity. Changes in the customer's production conditions do not exempt the customer from purchasing the agreed quantity.

Defects

The customer is obliged to examine the goods upon receipt. If the customer discovers or should have discovered a defect that the customer wishes to invoke, the customer must immediately and no later than 3 days after delivery notify ENORM (info@ENORMbiofactory.com). If this does not happen, the defect cannot be claimed later. It is the buyer's responsibility, from the time of delivery, to store goods in such a way that there is no deterioration in the quality of the goods.

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ENORM is entitled to make replacement or remedy the defect if this can be done within a reasonable time.

ENORM is entitled to make additional or minor deliveries of up to 2% and to invoice accordingly.

Responsibility

ENORM is committed to complying with all laws and regulations that follow the company's activities as a feed manufacturer and animal by-product producer. Goods that ENORM sells and delivers to the customer are intended for specific purposes and in no event is ENORM liable for any loss or damage attributable to use for any other purpose.

In the event of delay of the delivery of the goods, ENORM shall not be liable if the delay is due to labor disputes, water damage, fire, force majeure, or other circumstances beyond ENORM's control. In such case ENORM is entitled to cancel the sale or postpone delivery until it is possible.

ENORM is not liable for consequential loss, operational loss; loss of Profit or other indirect loss and ENORM's liability is in any event of failure to perform maximized to the purchase price excl. VAT.

Product liability

ENORM commits to having a valid product liability insurance.

ENORM shall be indemnified by the Customer to the extent that ENORM is liable to third parties for such damage or loss, for which ENORM is not responsible, to the Customer. ENORM is not liable

for damage to real or movable property that occurs while the goods are in the customer's possession. ENORM is also not liable for damage to products manufactured by the customer or to products in which these are included. ENORM is in no case liable for operating losses, lost profits, or other indirect losses. If a third party makes a claim against one of the parties for damages under this paragraph, that party must immediately notify the other and customers are obliged to be sued in the same venue as any case against ENORM is pending.

Disputes

Any dispute between ENORM and the customer shall be settled according to Danish law with the Maritime and Commercial Court as the venue.

Validity and assignment

If one or more of the above provisions is disregarded as being contrary to Danish law, the agreement shall, by means of a supplementary interpretation, be brought into line with the original intentions of these provisions to the greatest extent possible.

ENORM is entitled to transfer its rights and obligations under the agreement with the customer to a third party against whom the customer have no justified financial objections.

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