

Sales and delivery terms (consumer)

for Poly-Control International ApS (hereinafter called Poly-Control International)
applying from 9.12.2013

Signing the agreement – quotation and order confirmation

All agreements entered into via the online shop on the website www.shop.danalock.com between Poly-Control International and a customer shall be subject to the conditions specified in these sales and delivery terms, which must be accepted before an order can be fulfilled.

Poly-Control International's privacy policy for purchases made via the online-shop shall also apply.

If the customer is not a consumer within the meaning of the Danish Sale of Goods Act, but a business, the purchase shall be subject to Poly-Control International's sales and delivery terms for businesses as specified on poly-control.dk.

The customer can rely only on the content of individual agreements and order confirmations and the information provided in connection with the order, including the prices accepted by the customer during the ordering procedure. Information in brochures, on the website, in price lists, advertisements, other offers etc. shall be irrelevant for assessment of the delivery.

A BINDING AGREEMENT SHALL NOT HAVE BEEN ENTERED INTO BETWEEN THE PARTIES UNTIL THE ORDER HAS BEEN ACCEPTED BY POLY-CONTROL INTERNATIONAL VIA A WRITTEN ORDER CONFIRMATION, POSSIBLY BY E-MAIL.

Only persons over the age of 18 years with a credit card in his or her own name may submit orders on www.shop.danalock.com. The customer declares with the submission of his or her order that he or she is at least 18 years of age.

All agreements shall be entered into in Danish or English.

With the exception of rules on choice of law, the agreement shall be subject to Danish law, and disputes shall be decided in Poly-Control International's jurisdiction.

Submission of orders on www.shop.danalock.com

An e-mail with a receipt for the products ordered will be sent automatically when an order is given via the online shop on the website. The receipt sent is not an order confirmation but solely notification that the order has been received. An order confirmation will subsequently be sent to the e-mail address given with the order. **A BINDING AGREEMENT HAS NOT BEEN ENTERED INTO BY POLY-CONTROL INTERNATIONAL UNTIL THE ORDER CONFIRMATION HAS BEEN SENT. POLY-CONTROL INTERNATIONAL CAN THEREFORE CANCEL THE ORDER UNTIL THE ORDER CONFIRMATION HAS BEEN SENT.**

Filing of agreements entered into

The customer shall be responsible for filing agreements which have been entered into, and the customer is urged to save all documentation, including order confirmations, invoices etc. Poly-Control INTERNATIONAL cannot guarantee that the documentation can be regenerated and resent.

Prices

All prices are in USD excluding 25% value added tax and costs of dispatch. Poly-Control International advises postage rates/transport costs and duties/fees on payment with credit card before the purchase is finalised and implemented. These costs are thus not included in the product's price.

Standard rate for freight in Denmark: USD 25.

Prices do not include installation or setting up, which are the customer's own responsibility.

Reservation

NO RESPONSIBILITY CAN BE ACCEPTED FOR PRICE CHANGES, PROOFREADING ERRORS OR INCORRECT PRICES ADVISED IN CONNECTION WITH THE ORDER AND OTHER CIRCUMSTANCES WHICH COULD RESULT IN INCORRECTLY ADVISED PRICES OR FOR A PRODUCT BEING SOLD OUT AND THUS UNAVAILABLE FOR DELIVERY. POLY-CONTROL INTERNATIONAL SHALL BE ENTITLED IN SUCH EVENT TO CANCEL A GIVEN ORDER.

Payment

Payment for goods ordered shall be on-line via PayPal. Payment details shall be entered when the order is given, but Poly-Control International does not transfer the sum in question until the goods are sent.

All data communication between PayPal and Poly-Control International in connection with the payment, including customer, order and payment data, is made via an encrypted SSL connection. This ensures that unauthorised persons cannot see data which are exchanged. Most web browsers display a padlock at the bottom of the page when SSL encryption is activated.

The actual payment is made in accordance with the customer's agreement with PayPal and PayPal's applicable terms and conditions.

Delivery and delivery time

Poly-Control International dispatches orders as quickly as possible. Delivery times for a product on www.shop.danalock.dk are approximate only. When the goods have been dispatched from our warehouse, an e-mail is sent with invoice and track & trace number from Post Danmark or other carrier used for all national dispatches unless otherwise separately agreed. GLS, UPS or other carrier is used for despatches to other EU countries and GLS, UPS or other carrier is used for international dispatches.

If an order is submitted before 12:00 noon on weekdays, the product will normally be dispatched on the following day if it is in stock. The delivery time for orders for international delivery is about six days.

The expected delivery date for goods on back order will be advised to the e-mail address specified when the order was submitted.

Dispatches are at the buyer's expense and risk.

Right of cancellation

THE CONSUMER CONTRACTS ACT PROVIDES FOR 14 DAYS' RIGHT OF CANCELLATION ON ALL GOODS BOUGHT VIA THE WEBSITE. THE RIGHT OF CANCELLATION COMMENCES ON THE DATE OF RECEIPT OF THE GOODS. THE CUSTOMER IS ENTITLED TO TEST THE PRODUCT, BUT A CLAIM UNDER THE RIGHT OF CANCELLATION REQUIRES RETURN OF THE PRODUCT IN ESSENTIALLY THE SAME CONDITION AS WHEN IT WAS RECEIVED.

THE PRODUCT MUST BE RETURNED BY THE DEADLINE.

THE RIGHT OF RETURN MAY BE EXERCISED BY DECLINING TO ACCEPT THE PRODUCT ON RECEIPT OR BY SUBSEQUENT RETURN TO:

**POLY-CONTROL INTERNATIONAL APS
Gammel Stillingvej 427 C
8462 HARLEV, DENMARK**

IF RETURNING, PLEASE USE THE RETURN SLIP SENT WITH THE PRODUCT. PLEASE SPECIFY DETAILS OF THE BANK/ACCOUNT NUMBER TO WHICH THE SUM PAID CAN BE REFUNDED. IF THE RETURN SLIP IS NOT SENT, THE BUYER'S NAME AND ADDRESS MUST BE ADVISED.

THE CUSTOMER IS RESPONSIBLE FOR ALL COSTS OF RETURNS.

DISPATCH COSTS FOR THE ORDER WHEN PURCHASED WILL ONLY BE REFUNDED IF ALL GOODS IN THE TOTAL ORDER ARE RETURNED TO POLY-CONTROL INTERNATIONAL.

Defects and complaints

Poly-Control provides 24 months' right of complaint on goods sold. However, the right of complaint is limited to the normal life of the item in question for goods with limited lives.

The right of complaint commences in all cases from when the item was received.

Complaints concerning defects must be submitted to Poly-Control International within a reasonable time after the defect was discovered.

Complaints can be sent to Poly-Control International at the address:

Poly-Control International ApS
Gammel Stillingvej 427 C
8462 Harlev J, Denmark

Complaints can also be sent by e-mail to: returns@poly-control.com or telephoned to +45 4242 8122.

Section 78 of the Sale of Goods Act provides that if the item sold has a defect, the customer can choose between (1) remediation of the defect, (2) replacement, (3) an appropriate reduction in the price, or (4) cancelling the purchase, provided that the defect is significant. The customer cannot, however, claim remediation or replacement if this is impossible, or it would incur disproportionate costs upon Poly-Control International.

Where Poly-Control International offers to remedy a defect or replace the item, the customer cannot also claim a proportionate discount or cancel the purchase.

Poly-Control International does not pay the costs of returning and resending defective goods.

Liability

Poly-Control International is liable for injuries to persons and damage to objects in accordance with the relevant provisions of the Product Liability Act, but assumes no further liability than that specified in the Act. All unwritten product liability developed under case law is thus expressly denied.

The customer is responsible for correct installation and setting up. Power failure, loss of internet connection, failure of technical equipment supplied by others than Poly-Control International, e.g. smartphones, or of other products or services which have not been supplied by Poly-Control International but which are needed to use Poly-Control International's product, shall also be at the customer's own risk.

The customer shall also be responsible for use of the product and all consequences thereof, including correct use for its intended purpose.

No liability for indirect losses or consequential damage may be imposed on Poly-Control International.

Poly-Control International's liability in damages is limited under all circumstances to DKK 25,000 per event. An event which triggers a series of events shall be deemed to be one event only.

Terms of use accepted in connection with the activation shall also apply to use of the web application and the mobile app.

Contact and corporate details

Poly-Control International's full corporate name, address and contact information is:

Poly-Control International ApS
Gammel Stillingvej 427 C
8462 Harlev J, Denmark
Company reg. no. 32297714

Phone +45 4242 8122
E-mail: sales@danalock.com

Severability

If any of these terms should be declared void or overruled on grounds of disagreement with legislation or other invalidity such that they cannot be enforced, there shall be no effect on the validity and application of the remaining terms, which shall be interpreted in accordance with the object of the inactive terms.