

# GENERAL TERMS - HARDWARE

TERMS OF DELIVERY – HARDWARE	
1. Object	In the event that delivery takes place later than 14 days after an agreed delivery date the Customer shall have the right to revoke the delivery. Revocation shall not allow the Customer to pursue remedy, just as no other remedy for breach, such as claims for damages, discount or the like shall be applicable.
These conditions ("the Conditions") are applicable for any purchase of hardware ("the Hardware") from Tasklet Factory ApS. Deviations are only acceptable when an expressed consent from Tasklet Factory ApS is given.	
2. Offers	6. Transfer of risk
Tasklet Factory ApS' offers are non-binding unless expressly stated as binding. If a confirmed order refers to delivery of Hardware as a part of a system, Tasklet Factory ApS reverses the right to change the configuration or replace hardware with hardware of equal value and performance ability. Tasklet Factory ApS reserves the right to change quantities and time limits in so far that this can be affected without material disturbance of the Customer.	Risk of accidental destruction of goods shall transfer upon beginning of transfer or at the earlier time, when the goods are reported ready for collection ex works.
3. Prices	7. Retention of title
Prices stated in the order confirmation are definitive. All prices are ex works and do not include packaging, freight, insurance, customs and sales tax. Where unforeseeable costs occur after conclusion of contract during fulfillment of the order Tasklet Factory ApS reserves the right to adjust prices within the framework of the total delivery and without charging additional profit. Standard terms of payment are 21 days after the issue of invoice. The invoice is issued when the hardware is delivered. Payment later will incur interests with EURIBOR3 + 7%.	Tasklet Factory ApS retains title to all delivered goods, until complete payment of all claims from the current delivery and previous contracts have been effectively paid. The Customer is obliged to keep all delivered goods separate from other goods and keep the goods clearly marked with the name of Tasklet Factory ApS until the execution of effective payment.
4. Offset and withholding	8. Defect
The Customer is only entitled to offset with uncontested or legally justified counterclaims, which also applies for withholding of assets.	Any defect which originate from the product as such including its' design, construction, choice of material etc. must be levelled at the manufacturer. Such defects can under no circumstances be levelled at Tasklet Factory ApS. Only if a defect is due to handling or packaging or other actions in the period where the goods were subject to the control of Tasklet Factory ApS the defect can be levelled at Tasklet Factory ApS. The Customer shall immediately examine the goods and report visible defects to Tasklet Factory ApS.
5. Delivery	9. Jurisdiction
Tasklet Factory attempts to deliver according to the demand of the Customer and shall be entitled to deliver as soon as possible according to the demand of Customer. However, Tasklet Factory ApS shall be entitled to deliver up till 14 days after an agreed delivery date without resulting in remedy for breach.	Danish law shall apply to the Conditions. Any dispute, controversy or claim arising out of or in connection with the Conditions shall be finally settled in accordance with Danish Law with The Court of Aalborg, Denmark, as venue.