

## **TERMS AND CONDITIONS (B2B)**

Applicable to

**ACelSHOP ApS**

CVR no.: 28115067

Lille Strandstræde 14

1254 Copenhagen K

Denmark

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### **1. Scope of Application**

These Terms and Conditions apply to all offers, sales, and deliveries made by ACelSHOP ApS ("Seller") to business customers ("Customer").

ACelSHOP ApS conducts sales exclusively with business customers (B2B). By placing an order, the Customer confirms that the purchase is made in the course of business.

Consumer protection legislation does not apply.

Any purchasing terms provided by the Customer shall not apply unless expressly accepted in writing by the Seller.

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### **2. Formation of Contract**

Offers are valid for 14 days unless otherwise stated in writing.

A binding agreement is concluded only upon written order confirmation issued by the Seller.

The Seller reserves the right to:

- Typographical or clerical errors
  - Stock unavailability
  - Supplier price adjustments
  - Changes in product specifications
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### **3. Prices and Payment**

All prices are stated in DKK and are exclusive of VAT, duties, and taxes unless otherwise specified.

Payment terms are stated on the invoice.

In case of late payment, statutory interest under the Danish Interest Act will apply, along with reminder and collection costs.

The Seller is entitled to suspend further deliveries in case of payment default.

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### **4. Delivery and Transfer of Risk**

Delivery shall be made in accordance with the agreed Incoterm (Incoterms® 2020).

Unless otherwise agreed in writing, delivery is made EXW (Ex Works), Copenhagen, Denmark.

Risk passes to the Customer upon delivery in accordance with the agreed Incoterm.

Delivery times are indicative and not binding unless expressly agreed in writing.

Delay does not entitle the Customer to cancellation, compensation, or penalties.

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## **5. Retention of Title**

Title to the goods remains with the Seller until full payment has been received.

The Customer may not pledge, resell, or otherwise dispose of the goods prior to full payment.

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## **6. Returns**

There is no right of withdrawal in B2B transactions.

Returns are accepted only with prior written approval from the Seller.

Approved returns must:

- Be unused
- Be returned in original and undamaged packaging
- Be returned at the Customer's expense and risk

The Seller reserves the right to charge a restocking fee.

Custom-made, specially ordered, or customized goods cannot be returned.

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## **7. Complaints and Defects**

Sales are governed by the provisions of the Danish Sale of Goods Act applicable to commercial transactions.

The Customer must inspect the goods immediately upon receipt.

Visible defects must be reported in writing no later than 8 days after delivery.

Hidden defects must be reported immediately after discovery or when they should have been discovered.

The right to claim applies only to defects present at the time of delivery.

At its discretion, the Seller is entitled to:

- Remedy the defect
- Replace the goods

Other remedies may only be invoked if repair or replacement is not carried out within a reasonable time.

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## **8. Limitation of Liability**

The Seller's total liability is limited to the invoice value of the delivered goods.

Under no circumstances shall the Seller be liable for:

- Loss of profit
- Loss of revenue
- Business interruption
- Indirect losses
- Consequential damages
- Loss of data
- Loss of goodwill

This limitation applies to the fullest extent permitted by law.

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### **9. Product Liability**

The Seller is liable in accordance with Danish product liability legislation.

The Seller disclaims liability for damage to property used for commercial purposes and any indirect losses.

To the extent the Seller is held liable to third parties, the Customer shall indemnify the Seller to the same extent as the Seller's liability is limited under these Terms.

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### **10. Intellectual Property Rights**

All intellectual property rights, including copyrights, trademarks, designs, and know-how, remain the property of the Seller or its suppliers.

No rights are transferred to the Customer other than the right of use resulting from the purchase.

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### **11. Confidentiality**

The Customer shall not disclose confidential information received from the Seller without prior written consent.

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### **12. Personal Data (GDPR)**

The Seller processes personal data in accordance with applicable data protection legislation.

The Seller acts as data controller for customer data.

Any data processing agreement shall be concluded separately if required.

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### **13. Force Majeure**

The Seller shall not be liable for failure to perform obligations due to circumstances beyond reasonable control, including but not limited to:

- War
- Terrorism
- Natural disasters
- Fire
- Strikes or lockouts
- Supplier failure
- Transport disruptions
- Government restrictions

Obligations are suspended during the force majeure period.

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#### **14. Export Control and Sanctions**

The Customer is responsible for complying with applicable export control and sanctions regulations.

The Seller may cancel or suspend orders if performance would violate applicable sanctions or export regulations.

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#### **15. Governing Law and Jurisdiction**

Any dispute shall be governed by Danish law.

Venue: Copenhagen City Court (Københavns Byret) as court of first instance.