

# ACO FUNKI A/S General Terms of Sales and Delivery

## Online Sales



This is valid for online trade from the 1<sup>st</sup> of April 2023 and replaces all previously published terms of sales and delivery. All prices are gross prices excluding VAT and are subject to the following general sales and delivery terms.

ACO FUNKI A/S is not liable for misprints or product and price changes.

The sales and delivery terms stated below are valid unless a written agreement of derogation is signed between ACO FUNKI A/S and Buyer

### Drawings and product information

Drawings, wording in quotes, illustrations, technical specifications and other product information etc. are guiding and without any obligation or liability. ACO FUNKI A/S is not liable for any errors, misinterpretations, notices or laws etc.

### Prices

All prices are excluding VAT. ACO FUNKI A/S reserves the right to price regulations due to changes in taxes, fees or material costs.

### Payment terms

Payment must be made in accordance with the conditions stated on the invoice.

If you are not approved by ACO FUNKI for invoice payment, payment must be made via net cash.

### Delivery terms

DAP - according to Incoterms 2020 (ACO FUNKI A/S has taken out transport insurance on all deliveries, notwithstanding delivery condition.)

### Time of delivery

According to agreement between Buyer and ACO FUNKI A/S.

### Right of withdrawal

ACO FUNKI A/S grants 14 days right of withdrawal upon receipt of the goods. The right of withdrawal expires 14 days after receipt of goods, or, in case of part delivery of different articles on the same order, 14 days after the last article was in physical possession.

Any wish to withdraw the purchase, must be stated to us no later than 14 days upon receipt of the goods. Withdrawal notice must be conveyed to us by e-mail to [acofunki@acofunki.dk](mailto:acofunki@acofunki.dk). Buyer's wish to execute his right of withdrawal must be clearly stated to us. Refusing to accept delivery without specifically expressing to us that purchase is withdrawn, does not qualify as sufficient withdrawal notice.

### Returning of goods

Goods can only be returned in accordance with the agreement and only up to 14 days from the invoice date and in complete and undamaged condition to ACO Funki's address with an indication of the invoice number, return item number and stating the name of the contact person from ACO Funki, with whom the return has been agreed.

You must return your item to us without undue delay and no later than 14 days after you have notified us that you wish to regret your purchase. You must bear the direct costs in connection with the return shipment of the goods yourself. You bear the risk for the goods from the time of delivery of the goods.

Crediting will be done at 80% of the item's net price.

Specially procured goods as well as stock sale goods and goods of 2nd sorting cannot be returned.



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### **The condition of return goods**

Buyer is liable for any deterioration of value due to any other handling than what is necessary to determine the nature, characteristics and functionality of the goods.

If the goods have been tested beyond the above mentioned limits, ACO FUNKI A/S considers the goods as used and Buyer will only be reimbursed with part or none of the purchase amount equivalent to the commercial value of the goods.

Lack of original packing may present a deterioration of value, thus goods should be returned in original packing.

### **Reimbursement of purchase amount**

In the event of purchase withdrawal, Buyer shall be reimbursed with the amount he has transferred to ACO FUNKI A/S, but maximum 80% of the item's net price.

In the event of deterioration of goods value, for which Buyer is liable, the deterioration value will be deducted from the purchase amount.

### **Other terms**

#### **Self-supporting cast iron**

Due to production method, fluctuations in dimensions and sizes may occur. As a result, the product may be uneven. None of these fluctuations are of any significant importance to the product functionality. Cast iron slats are only intended for pigs and should not be exposed to any other strain.

#### **General information**

Colour difference may generally occur in the products, especially products produced of miscellaneous types of PVC/plastic/fiber material.

The buyer holds the responsibility of storing the purchased goods under a roof so that the goods are not exposed to frost, water and direct sunlight. Any damage as a result of incorrect storage as well as damage during transport at the place of delivery is the responsibility of the buyer.

All types of water valves are designed for a working pressure of 2.5-3.0 bar. It is the buyer's responsibility to measure and possibly regulate the water pressure.

ACO FUNKI A/S does not accept complaints on water valves used at a working pressure above 3 bar.

When extra deliveries of goods or services are requested due to alleged lacks, ACO FUNKI A/S reserves the right to invoice the goods' value as well as any other additional costs, in case a previous delivery has been made or the alleged lacks are groundless.

ACO FUNKI A/S disclaims complaint liability if any acid has been added to water/feed without prior accept. ACO FUNKI A/S also disclaims liability if the concrete indoor climate, does not meet with the standards of good indoor climate.



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