

Third.space

Interior solutions by Lars Larsen Group

General Terms for sale and delivery

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1. Scope of use

- 1.1. These general terms and conditions of sale and delivery (hereinafter the "Terms") apply to all agreements between Third.space, CVR no.: 28505108, Stormgade 133, 6715 Esbjerg N (hereinafter "Third.space") and a customer (hereinafter "the Customer") concerning delivery of interior design solutions, furniture and accessories and related services.
- 1.2. These Terms are used together with the parties' separate description of Third.space delivery to the Customer and thus constitute a minimum regulation for the parties' agreement, cf. further section 2.2.
- 1.3. Deviations from these Terms must be accepted in writing in the form of a contract or a supplement thereto. Although some provisions of the Terms are waived by agreement, the remaining provisions continue to apply.
- 1.4. Any Terms of Delivery set by the Customer, that conflict with these Terms are only valid if they are accepted by Third.space in writing.

2. Offers and agreements

- 2.1. Offers from Third.space with no specific acceptance deadline will automatically expire after 30 days from the offer date.
- 2.2. The parties enter into a separate agreement (hereinafter "Agreement") specifying Third.space's delivery to the Customer, including schedule and prices. In the event of any inconsistency with these Terms and the Agreement, the later shall prevail.

3. Implementation of the agreement

- 3.1. After conclusion of Agreement, the Customer appoints an project responsible, who is responsible for all matters in connection with the implementation of the Agreement. The Customer must, as far as possible, avoid replacing the Customer's project responsible.
- 3.2. If the agreement includes installation, the Customer is responsible for any prior necessary work, such as, but not limited to, the establishment of necessary electrical installations, foundation work and deliveries from the Customer's other suppliers. The customer is also responsible for providing necessary electricity, water, etc. for use in the installation work at no cost to Third.space. In addition, the Customer must ensure that the Customer's location is cleared with free passage to the place of installation.

4. Delivery, including retention of title

- 4.1. Delivery takes place Ex Works, Incoterms® 2020, unless otherwise agreed.
- 4.2. Third.space is entitled to make partial deliveries, including making deliveries directly from any subcontractors.
- 4.3. Unless otherwise agreed, all stated deadlines and delivery dates are approximate and only estimates, and the Customer cannot invoke material default in the event of Third.space's delay.
- 4.4. If the Customer is unable or unwilling to accept delivery at the time of delivery, Third.space may, at its sole discretion, store the goods at the Customer's expense and responsibility. In such a case, delivery is deemed to have taken place on the date of storage.
- 4.5. In the event of the Customer's delay, Third.space is entitled to postpone subsequent deadlines and delivery dates accordingly and to invoice the Customer for any costs or additional expenses due to the Customer's delay.
- 4.6. Third.space retains title to all products delivered until receipt of all amounts invoiced including interests and charges. Until time of payment, the customer is not entitled to sell, lien, rent, lend, give away, deposit or in any other similar way dispose of the delivered. The customer is obliged to loyally take all necessary precautions to protect Third.space's property rights.

5. Prices and payment terms

- 5.1. All prices are excl. VAT and freight and in Danish kroner, unless otherwise agreed. Third.space reserves the right to adjust prices due to government intervention and legislative changes, such as, but not limited to changes in customs and tax rates.
- 5.2. All deliveries are subject to the Customer's prior payment, unless otherwise agreed.

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- 5.3. If the Customer does not pay at the agreed time, Third.space is entitled from the due date to an interest calculated as 2% per. commenced month. In the case of reminder letters, a fee of DKK 100.00 will be charged for each reminder.
- 5.4. In addition to interest under clause 5.3, Third.space is entitled to temporarily suspend any delivery to the Customer, whether in whole or in part, and until due amount has been paid.
- 5.5. The Customer is not entitled to make set-off with claims arising from the Agreement or other agreements with Third.space, just as the Customer is not entitled to exercise any right of retention or refuse payment due to delay, defects, complaints or other claims against Third. space.

6. Force majeure

- 6.1. Third.space's delivery obligation to the Customer is postponed, limited or suspended temporarily due to force majeure. Force majeure means matters which fall outside of Third.space's reasonable control and which Third.space could not foresee at the time of the Agreement's conclusion including, but not limited to, strike, lockout, riots, war, state intervention, blockades, lack of transport, shortage of goods, epidemic, pandemic or other health crises and the consequences of quarantine or ban by authorities as well as the impact on infrastructure resulting therefrom, whether such events affect Third.space or Third.space's suppliers, errors by the carrier and freight forwarder, as well as non-delivery of deliveries by Third.space subcontractors. In relation to COVID-19; if any applicable governing authority implements any measures, restrictions or guidelines resulting from COVID-19, and this prevents Third.space from performing its obligations in a timely manner under the Agreement, this constitutes force majeure. This applies regardless of whether such measures, restrictions or guidelines previously have been implemented prior to the conclusion of the Agreement.
- 6.2. Third.space will notify the Customer of a force majeure event without undue delay.
- 6.3. The Customer may not terminate the Agreement for cause due to a force majeure event, nor may the Customer claim compensation for the Customer's loss which arises in connection with this.
- 6.4. If a force majeure event extends over a continuous period of more than ninety (90) days, each party is entitled to terminate the Agreement without further liability to the other party.

7. Product information and changes

- 7.1. Tenders, drawings, specifications and furnishing proposals and corresponding documents and information (hereinafter collectively "Documentation"), which are provided by Third.space prior to or in connection with an offer or an Agreement, remain the property of Third.space. The Customer may not, without the written permission of Third.space, use or forward the Documentation to third parties for purposes other than the fulfillment of the Agreement.
- 7.2. Third.space reserves the right to make constructional design changes, where such changes do not adversely affect the price, delivery, the overall expression or appearance, or the function of the delivered.

8. Defects and complaints

- 8.1. Upon delivery, the Customer has a duty to immediately check and test the delivered to ensure that the delivered is free from defects. The Customer must immediately make a written complaint to Third.space if the Customer can ascertain defects in the delivery. If the Customer does not complain in time, Third.space reserves the right to reject the Customer's complaint.
- 8.2. In the event of a justified complaint, Third.space will, at Third.space's sole discretion, make a replacement, rectify the defect or give the Customer a proportionate reduction in the price. This is Third.space's sole responsibility to the Customer in the event of a defect and Third.space is not obligated to provide the Customer with any other compensation or indemnity.
- 8.3. Correction of defects will be made at the place of delivery, unless Third.space deems it appropriate that the defective part or possibly the material be returned to Third.space. If any disassembly and assembly entails involvement in other equipment, the work and costs thereof are the responsibility of the Customer. Any shipment to Third.space is at the Customer's expense and risk. The Customer must follow Third.space's reasonable instructions on shipping method.
- 8.4. Third.space's liability only covers defects that arise under the prerequisites specified in the Agreement as well as the Customer's correct use. The liability does not cover defects due to reasons arising after delivery, including, but not limited to, the Customer's i) defective or incorrect maintenance, ii) incorrect installation, iii) changes made without Third.space's written consent or iv) repairs made incorrectly by the Customer. Finally, liability does not include normal wear and tear and deterioration.

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- 8.5. If there is no defect for which Third.space is responsible, Third.space is entitled to compensation for the work and costs incurred by the Customer's complaint.
- 8.6. Notwithstanding the provisions of clauses 8.1-8.4, Third.space's liability for defects does not apply to any part of the delivered item beyond 1 year from time of delivery, unless otherwise agreed in writing or mandatory law.

9. Liability for damages caused by the delivered (product liability)

- 9.1. Third.space is only liable for damages caused by the delivered (product liability) to the extent that the rules cannot be deviated from by agreement.
- 9.2. Customer shall keep Third.space indemnified to the extent in which Third.space is held liable to third parties for such damage and such loss for which the Customer is liable in accordance with clause 9.1.

10. Third.space liability to the Customer

- 10.1. Third.space shall never be responsible for the Customer's indirect losses or consequential damages of any kind. Furthermore, Third.space shall never be responsible for the Customer's loss of profits, income, goodwill or loss of contracts that may arise out of or in connection with the Agreement.
- 10.2. Third.space's total liability for damages and losses arising out of or in connection with the Agreement, including proportionate reduction of the price, shall be limited to the agreed purchase price, but never more than the actual price that the Customer has paid to Third.space.
- 10.3. The limitations mentioned in points 10.1-10.2 do not apply to damage and loss due to gross negligence or intent.

11. References

- 11.1. Third.space may from time to time publish different material for marketing purposes. The Customer gives its prior permission for Third.space to use the Customer's name and logo as well as imagery and experience from the work under the Agreement to use in its marketing, possibly in prior discussions with the Customer. The customer is free to revoke this permit.

12. Processing of personal data

- 12.1. For more information about Third.space's processing of personal information in connection with the Agreement, please refer to Third.space's privacy policy, which is available at [Thirdspace.dk](https://thirdspace.dk).

13. Prohibition of the Customer's transfer of obligations and rights

- 13.1. Customer may not transfer its rights and obligations under an Agreement to any third party without the prior consent of Third.space. Such consent may not be withheld without objective reason.

14. Venue and dispute resolution

- 14.1. These Terms and the Agreement shall be governed by the substantive laws of Denmark, excluding the principles and rules on choice of law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 14.2. Any dispute that may arise in connection with these Terms or the Agreement, including disputes concerning the Terms or their existence or validity, shall be settled by the Court of Aarhus (Retten i Aarhus), being the venue of first instance, or - at Third.space's own discretion - before an arbitration tribunal appointed by the Danish Institute of Arbitration (Voldgiftsinstituttet) in accordance with its rules which shall apply from the bringing of the action and having its seat in Aarhus, Denmark.

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Valid from [03.02.2022]