

MILLION

FURNITURE · LIGHTING · OBJECTS

TERMS & CONDITIONS

The current price list is valid from **01.01.2021** and cancels all prior price lists.
Reservation is made for any errors and omissions.

OFFER:

All offers made by us are open for acceptance within 60 calendar days from the date of issue, unless otherwise specified, and are subject to the availability of the goods offered.

PURCHASE ORDERS:

All orders must be placed with MILLION. Orders shall not be binding on MILLION until you have received our written order confirmation.

PRICES:

All prices are in Euros [EUR].
The prices for goods shall be those set forth in our order confirmation.

All prices are exclusive of taxes or charges imposed by any government authority.

PAYMENT TERMS:

Unless stated otherwise, we accept full advanced payment only.

35% pre-payment invoice will be issued with the order confirmation with payment term: Net cash
The remaining balance of 65 % will be invoiced two weeks prior to dispatch date with Payment Term: Net cash

Title to goods delivered shall remain vested in us and shall not pass to you until the goods have been paid for in full. If you fail to pay any invoice within fourteen calendar days of the due date of payment, we may retake the goods covered by the invoice.

You must insure all goods delivered to their full replacement value until title to the goods has passed to you.

For orders more than EUR 20.000 we may require a confirmed and irrevocable Letter of Credit [L/C] for the full amount issued in favour of MILLION. All costs, charges and expenses for the Letter of Credit [L/C] shall be incurred by you.

CANCELLATION:

Cancellation and return of goods shall be accepted only as per prior agreement with MILLION.

DELIVERY TERMS:

Standard delivery will be according to the INCOTERMS 2010 - EX WORKS or according to a special agreement mentioned in the order confirmation. The risk of loss of or damage to goods shall pass to you in accordance with the agreed delivery term.

SHIPPING:

Unless otherwise specified by you, the goods will be shipped with a forwarder of our choice.

DELIVERY TIME:

The delivery dates of goods shall be those set forth in our order confirmation.

The delivery date indicates the dispatch date from our warehouse.

Standard goods will be ready for dispatch from our Copenhagen warehouse within 6-8 weeks.

CLAIMS:

You must inspect goods delivered upon receipt. Upon visible loss or damage a claim must be made immediately upon receipt of the goods and the damage must be recorded on the delivery note.

The claim to us must be sent within 2 working days and should include your order number, copy of the delivery note and photo documentation.

Upon non-visible loss, damage or defect the claim must be made in writing within 10 working days after delivery. If the complaint is made in due time and with the acceptance of MILLION, the customer is entitled to demand a replacement delivery or to have the defect remedied.

The customer cannot demand a reduction or a compensation. Minor knots or differences in shade in wood as well as natural markings in leather are not considered to be defects.

WARRANTY:

MILLION provides a 2-year warranty on standard products against defects in materials and workmanship. The warranty does not extend to ordinary wear, tear or damage to upholstery. No guarantee is provided on products with customer's choice of leather, fabrics or materials ordered as special materials. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse.

FORCE MAJEURE:

Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terror, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty calendar days, either party shall have the right to terminate the applicable contract[s] of sale, without liability, upon thirty calendar days' prior written notice to the other party.

LIMITATION OF LIABILITY:

MILLION will assume no liability for any loss as a result of delays, defects or any other breach of contract, unless such loss was caused by gross negligence on the part of MILLION. MILLION will assume no liability for any indirect loss, including loss of profits, operating loss, goodwill, loss of customers, running costs or any other consequential economic loss.

APPLICABLE LAW AND JURISDICTION:

Should any disputes arise between MILLION and you they shall be subject to Danish law. The dispute will be attempted to be resolved by means of negotiations. If the negotiations fail, the dispute shall be settled by MILLION's home court.

CHANGES IN TERMS & CONDITIONS:

MILLION are entitled to change these terms and conditions without prior notice. The changes will apply to all orders received after the change.



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