

GMAF Circular Medico - Terms and conditions.

- Company legal name: GMAF Circular Medico ApS
- CVR number: 41282002
- Address: Eriksvej 22. 8960 Randers SØ
- Email address: info@circularmedico.com
- Phone number: +45 2516 5401
- www.circularmedico.com

These sales and delivery terms, including the order confirmation and any other contractual documents to which these sales and delivery terms expressly refer, constitute the entire and sole contractual basis between GMAF Circular Medico and Buyer.

Bank connection

Sparekassen Kronjylland, Tronholmen 1, 8960 Randers SØ.
Reg. No. 6186 - Account No. 0015447745.

Payment terms

Payment is made via Invoice sent by e-mail / EAN.

The payment terms are payment in advance via invoice, unless other payment terms have been agreed. If other payment terms have been agreed, this will be stated in the written agreement between the parties.

In the event of an outstanding payment, GMAF Circular Medico is entitled to charge interests and charge a reminder fee. The default interest rate is the highest legal default interest rate in Denmark at any given time.

Payments must be made in accordance with the invoice / proforma invoice issued by GMAF Circular Medico. Payment must be made using the invoice number specified in the comments field on the bank transfer.

Prices

Orders are accepted at the prices applicable at the time of delivery. We reserve the right to make price adjustments as well as changes in product specifications, tax changes, printing and image errors etc.

Prices and delivery terms are subject to change until delivery, unless otherwise confirmed in writing by GMAF Circular Medico. All prices are stated excluding VAT and possibly taxes, as well as 'ex stock'. Transport costs are added to the price.

Notwithstanding the agreed prices, GMAF Circular Medico is entitled, without further notice, to adjust the prices and changes in exchange rates, imports or government taxes from the time such taxes enter into force.

Prices based on exchange rates between Danish kroner and other currencies are calculated based on the exchange rate on the date of order confirmation, unless otherwise agreed.

Purchase

GMAF Circular Medico's goods are purchased for use, and the Buyer is not entitled to wholesale, resale or distribution of the goods unless this is expressly agreed with GMAF Circular Medico.

The goods must be stored and transported by the Buyer in accordance with applicable law, and in accordance with the instructions that accompany the goods, further information can be found at www.circularmedico.com

Delivery in Denmark and abroad

Items are delivered in agreement with the Buyer according to the confirmed delivery plan and place.

Orders placed by the Buyer are considered binding. Binding orders may not be terminated or canceled by the Buyer without prior written agreement.

Delivery times stated or accepted in order confirmations are indicative. All deliveries are ex stock, unless GMAF Circular Medico and the Buyer expressly agree otherwise.

Handling and handling fee is DKK 85.00 for purchases below DKK 2,000.00 excl. VAT. If GMAF Circular Medico has not been provided with an e-mail invoice address or in the absence of an EAN number in connection with an electronic invoice, an invoicing fee of DKK 35.00 will be charged.

In the event of default (actual or anticipated) by Buyer, Force Majeure (see below) or supplier events or faults beyond GMAF Circular Medico's control, GMAF Circular Medico is entitled to defer and / or possibly cancel delivery without liability to the Buyer.

If the shipment is delayed due to freight company delays, GMAF Circular Medico ApS will not provide compensation. If the shipment/order has not arrived for any reason, the Buyer is to contact us. A new shipment is not sent automatically.

If good exchange pallets are not exchanged upon delivery, pallets will be invoiced at DKK 75. pr. PCS. excl. VAT.

GMAF Circular Medico delivers orders to most EU countries. Shipment will usually take 5-10 business days depending on the country in which the order is to be delivered.

Shipping and handling costs

All shipping costs are paid by the Buyer, unless otherwise agreed in confirmed order and delivery plan.

Any estimated shipping costs for e-orders, quotations and confirmations are not final, the final shipping cost is only determined by shipping goods based on actual weight and volume.

Property conditions

The delivered goods remain the property of GMAF Circular Medico until payment has been made in full.

Logo and sales material from GMAF Circular Medico

Any use by the buyer or third-part of the GMAF Circular Medico logo / sales material in which the GMAF Circular Medico name and/or logo is included must be expressly agreed in advance.

Force majeure

GMAF Circular Medico cannot be held liable for its failure to fulfill its obligations, including in the event that GMAF Circular Medico is prevented from doing so either as a result of events beyond its reasonable control e.g. fire, flood, war, embargo, strike, unforeseen shortage of goods and materials, delay or interruption of transport, state action, action or negligence on the part of the Buyer ("Force Majeure"), provided that GMAF Circular Medico immediately notifies the Buyer and use all reasonable means to remedy the Force Majeure event immediately.

Confidentiality

To the extent that the Buyer or third-part becomes aware of trade secrets, new products / initiatives, recipes, data, figures, confidential information about GMAF Circular Medico or its customers and or business associates, the Buyer / other player must keep this information strictly confidential and not misuse it. in personal or business terms. Such confidential information may not be copied and / or used for business purposes or disclosed to third-part without the express prior consent of GMAF Circular Medico.

Returns

Delivered goods will only be returned by prior agreement and returns must be notified in writing to GMAF Circular Medico no later than 48 hours after delivery. If an item is to be credited, GMAF Circular Medico is entitled to charge a crediting fee of up to 20% of the invoice value.

Items with a limited shelf life cannot be returned nor credited.

If no return has been agreed in writing with GMAF Circular Medico, GMAF Circular Medico will refuse receipt. The item must be returned in clean, unbroken and undamaged original packaging. In addition, the original packaging must be protected during return shipping. Face masks must have been stored under correct conditions in order for the product and packaging have to not have been exposed to moisture, light conditions or the like and hereby may have been contaminated. If these precautions have not been followed, GMAF Circular Medico will refuse to take back the order.

The buyer must send back the order to GMAF Circular Medico without undue delay and no later than 14 days after the buyer has notified GMAF Circular Medico that the item is to be returned. The buyer must pay the direct costs in connection with the return of the items/goods. Upon return, the buyer is responsible for the items being properly packed. The Buyer has the responsibility for the items from the buyer receiving the items, to the time of delivery of the items to GMAF Circular Medico.

[These items cannot be returned.](#)

Items which, for health protection or hygiene reasons, are sealed and the seal is broken after delivery. For safety reasons, face masks where the packaging is broken cannot be returned.

Procurement items, logo items, custom-made items or other custom ordered items cannot be returned.

[Complaints](#)

If the products defective or missing this must be reported to GMAF Circular Medico immediately. Buyer is obliged to inform GMAF Circular Medico of missing or damaged items/goods or packaging within 48 hours of delivery to Buyer. If the Buyer does not complain in accordance with the above, the goods and the order as a whole are considered to have been as expected in accordance to the order placed by the Buyer.

GMAF Circular Medico always has the right, without undue delay after receiving a complaint, to take back a defective or faulty item and/or make a re-delivery of the item for full and final correction of an order.

The right to complain lapses in accordance with the declared shelf life of the product, and GMAF Circular Medico has no responsibility for expired products which are delivered with the agreed upon shelf life.

GMAF Circular Medico is not responsible for defects due to conditions that occurred after delivery.

[Refund of the purchase amount](#)

If an item is returned, the Buyer will receive the amount paid to GMAF Circular Medico back. However additional costs as a result of the Buyer's own choice of a different form of delivery than

the form of delivery used by GMAF Circular Medico is not returned. Please note, any shipping surcharges and fees are non-refundable.

The refund amount is withheld until the item(s) is received at GMAF Circular Medico.

Product liability

In the event of hidden defects, or if the delivered item causes damage to the Buyer or a third party, GMAF Circular Medico is not liable unless it can be documented that the damage is due to fault or negligence which can be attributed to GMAF Circular Medico.

Compensation

Irrespective of the basis of liability, Buyer agrees that GMAF Circular Medico does not under any circumstances assume responsibility for delay, operating loss, loss of profit, or any other indirect loss or consequential loss by Buyer or Buyers customer, in connection with a placed order by the Buyer to GMAF Circular Medico.

Unless it is finally determined by a competent court that GMAF Circular Medico is liable for a claim due to gross negligence or willful misconduct, any compensation for loss is limited to the value of the goods sold by GMAF Circular Medico to which the claim relates.

General terms and conditions

Legal notices between GMAF Circular Medico and Buyer can be sent per. e-mail and is considered to have effect when a non-automatic delivery receipt or reply is present / given.

GMAF Circular Medico's failure to enforce or exercise any provision or right arising out of these Terms and Conditions shall not be construed as a waiver of such provision or rights, and shall in no way affect GMAF Circular Medico's rights to enforce or make use of it at a later date.

Buyer agrees that this document supersedes all prior written and oral agreements, understandings and obligations with GMAF Circular Medico regarding the sale and delivery of goods from GMAF Circular Medico.

If any provision of these Terms and Conditions proves to be invalid or unenforceable, the provision in question shall be limited or repealed, but all other provisions of these Terms and Conditions will remain in full force and effect.