

Terms and Conditions - Iron Fortress ApS.

These terms and conditions are accepted by the retailer in connection with placement of an order and will be available on www.ironfortress.com at all time.

1. Receipt of Order and Conclusion of Agreement

1.1. Order Procedure

Immediately before final confirmation of the order online, the buyer will see the total amount of the order on the homepage. Before final confirmation of the order the retailer will get the opportunity to correct any typing errors or mistakes. Shortly after confirmation of the order the retailer will receive an e-mail at the e-mail address stated by the retailer as confirmation of the order. The e-mail contains order information confirmed by the retailer including a temporary order number, name and address, delivery address, summary of ordered products.

Before the order is shipped, Iron Fortress ApS will send an invoice by e-mail. VAT is only added to Danish costumers, and companies within EU, without a valid VAT number.

The final agreement between the retailer and Iron Fortress ApS is considered concluded when Iron Fortress ApS has confirmed the placed order by mailing an invoice.

The retailer is requested to check the invoice. If any information in the retailer's opinion does not correspond with the placed order, the retailer is encouraged to save and print the order confirmation for later documentation if needed.

1.2. Changing closed and packed orders

If the retailer wishes to change closed or already packed orders, Iron Fortress will charge an extra 16 Euro / 125Dkr handling fee.

1.3. Retailer information

The retailer is responsible and holds the risk for the correctness of the entered information about the retailer. Iron Fortress ApS does not validate nor check this information.

1.4. Invoice

When the order is shipped Iron Fortress ApS will send a printed invoice together with the package/shipment.

2. Prices and Payment

2.1. Prices and Currency

The price applicable is the price stated on the homepage in connection with the specific product on the day the order is placed. Orders with a delivery address Denmark will be charged in Danish Kroner (DKK), while other deliveries within EU will be charged in EURO (EUR). Delivery outside EU will be charged in EURO (EUR).

Iron Fortress ApS has set a recommended retail price (RRP) for every product.

All RRP for Danish costumers are stated inclusive Danish VAT 25%. "Your Price" will state your company's purchase price without VAT.

All RRP for costumers within EU are stated inclusive of value added tax (VAT) of the specific country. "Your Price" will state your company's purchase price without VAT.

All RRP for costumers outside EU are stated exclusive of value added tax (VAT) of the specific country. "Your Price" will state your company's purchase price without VAT.

Iron Fortress ApS website shows the current VAT on the RRP to help retailers calculate the individual shop retail price. Iron Fortress ApS refer to USCIB onsite tax plan for individual country VAT.

USCIB Website:

<http://www.uscib.org/index.asp?documentID=1676>

DDU – Delivery – Duties - Unpaid

For delivery outside the EU the local customs authorities can collect VAT and duty as well as other levy dues. Iron Fortress ApS is not liable for whether or not the local customs authorities collect these taxes etc. It is the buyer's own responsibility to pay these taxes and duties, even though these are not specified in the order confirmation or the invoice, as no such amounts are of any concern for Iron Fortress ApS. Iron Fortress ApS delivers duties unpaid.

2.2. Cost of delivery (Shipping cost).

To any order placed with Iron Fortress ApS, cost of delivery is added to cover the shipping fee. The shipping fee will appear on the invoice.

2.3. Payment terms

Iron Fortress take pre payments before shipping out orders.

2.4. Payment by bank transfer

Payment made by costumers in Scandinavia: Denmark, Sweden, Finland and Norway will be charged in Danish Kroner (DKK) to:

Bank : Jyske Bank
Account DKK.. : 5032 122444-1
IBAN DKK..... : DK0750320001224441

Payment made by costumers outside Scandinavia will be charged in EURO (EUR) to:

Bank : Jyske Bank
IBAN EURO..... : DK5350320001224680
SWIFT..... : JYBADKKK

2.5. Payment with credit cards or PayPal

Payment with credit cards and PayPal is not possible.

Iron Fortress ApS reserves the property right and title to products sent to the Retailer, until reception of payment in full.

3. Order & Delivery

3.1. Orders

Every online order is always treated as a single order.

3.2. Invoice

Invoice will be send to the buyer within 2-4 business days.

3.3. Backorders

Iron Fortress ApS will register backorders of sold out items. When making a new order, the back order will be activated on to the next invoice. Backorders on each order is binding unless the buyer ticks the "No Backorder" box when ordering

3.4. Dispatch

The estimated dispatch time is within 1 business day after receiving payment documentation. Iron Fortress ApS cannot state a time of arrival of the order at the retailer's address as Iron Fortress ApS cannot vouch for the local delivery services.

3.5. Place of Delivery and Transport Method

Delivery is made to the address specified by the retailer. Shipments in EU are handled by DSV A/S, UPS or DPD, all export shipments outside EU is handled by DB Schenker A/S or UPS. All are internationally recognized freight companies.

4. Copyright and Trademark

Iron Fortress ApS is the sole owner of the Brand "Epic Armoury", "Dark Moon", "Epic Effect" and the "Ready for Battle" series, including copyrights and trademarks to the design and names of the products.

5. Products from Iron Fortress ApS

All products of Iron Fortress ApS are mostly hand made and/or hand-painted and therefore unique. Therefore deviation in pattern, colour and shapes of the products can occur and these deviations are not considered as defects or faults.

6. Intellectual Property

All material on Iron Fortress and Epic Armoury website, including but not limited to images, artwork, text, audio clips, and video clips, are unless otherwise stated, owned and controlled by Iron Fortress ApS and may not in any way be reproduced, copied, republished, uploaded, posted, transmitted or distributed. Modifications of the material or use of the materials for any purpose is a violation of Iron Fortress ApS's legal rights. For purpose of these terms, the use of any such material on any other web site or networked computer environment is prohibited unless explicitly stated otherwise. Any permission to use such material is issued in writing to be valid. The Epic Armoury, Epic Effect, Dark Moon and Ready for Battle logo is the exclusive trademarks of Iron Fortress ApS.

Websites selling Epic Armoury products, and using pictures and material owned by Iron Fortress ApS must have this text (below) written in the website terms section:

7. Data Registration

Upon registration in the "Retailer Inquiry form" the retailer will submit the given email address to Iron Fortress ApS Newsletter so the retailer continuously receives news and other information from Iron Fortress ApS. This

service can at any time be unsubscribed without any cost for the retailer. Just mail "unsubscribed" to Info@ironfortress.com

8. Reservation for typographical errors, etc.

Iron Fortress ApS makes reservations for typographical errors and picture errors, sold-out situations, changes in value added tax and duty rates, and late or defective delivery due to force majeure events.

9. Governing Law and Venue

Should any part of these Conditions be deemed unlawful and invalid and thus not enforceable, this will not affect the validity and enforcement of the remainder of the Conditions. All purchases, disputes and complaints are subject to Danish law. Any dispute will be settled at the Danish Court of Law "Sø -og Handelsretten" in Copenhagen.

10. Information and Contact

Iron Fortress ApS
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Copenhagen
Denmark
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www.ironfortress.com
Vat : DK 30558758

Bank : Jyske Bank
Account DKK.. : 5032 122444-1
IBAN DKK..... : DK0750320001224441
IBAN EURO..... : DK5350320001224680
SWIFT..... : JYBADKKK
