

Act on the Sale of Goods¹⁾

2000 No. 50, 16 May

1)Effective as of 1 June 2001, cf. Article 99.

Chapter I Scope

Article 1 General Scope of the Act

This Act applies to sales except as otherwise provided by statutory law. The Act does not apply to the sale of real estate.

This Act applies also to the exchange of goods, as appropriate.

Article 2 Sales to Order. Service Contracts

This Act applies to orders of goods to be manufactured provided that the party placing the order does not supply a substantial part of the material for the manufacture. The Act applies neither to contracts on the construction of buildings nor of other facilities on real estate.

The Act does not apply to contracts under which the

supplier is also under obligation to supply work or other services as the preponderant part of his obligations.

Article 3 Contracts and Business Practices

The provisions of this Act apply except as otherwise resulting from a contract, established practice between the parties, normal business practices or other usage which must be regarded as binding between the parties.

Article 4 Consumer Sales

In sales to consumers, no terms may be negotiated or invoked which are less favourable than the terms following from the provisions hereof.

"Consumer sales" refers to sales where the seller engages in sales in a professional capacity and the goods are primarily intended for the personal use of the buyer, his family, household or acquaintances, unless the seller neither knew nor ought to have known at the time of the making of the contract that the goods were bought for such purpose.

Sales of claims and rights do not constitute consumer sales.

Sales are regarded as being conducted in a professional capacity when the seller or his agent present themselves as

professionals in the activity in question.

Article 5 International Sales

This Act applies to international sales subject to the special rules contained herein, in particular the provisions of Chapter XV.

The special rules on international sales do not apply in the case of sales where the seller has his place of business in Denmark, Finland, Iceland, Norway or Sweden, and the buyer has his place of business in any of these countries (Nordic sales).

Nor do the special rules apply to:

- a. consumer sales or comparable sales between consumers,
- b. sales by auction,
- c. sales following execution of a court or administrative order, or by authority of law,
- d. sales of securities, money, claims or rights,
- e. sales of vehicles, aircraft or hovercraft.

Chapter II Delivery

Article 6 Collection sales

The goods shall be kept ready for collection at the place

where the seller had his place of business (or residence, cf. Article 83) at the time of the sale. If the parties knew at that time that the goods or stores or place of manufacture where the goods were to be collected was elsewhere, the goods shall be kept ready for collection there.

Goods shall be regarded as delivered when the buyer has accepted delivery of them.

Article 7 Local Sales and Consignment Sales

If goods are intended for delivery to the buyer in the same place or within the area where the seller customarily undertakes to transport such goods (local sales), the goods shall be regarded as delivered when delivery is taken of the goods there.

If goods are intended for consignment to the buyer in other cases (consignment) and no shipment terms or other contract terms provide otherwise, the goods are regarded as delivered when they have been handed over to the carrier who has undertaken shipment from the place of consignment. If the seller himself undertakes the shipment, the delivery is regarded as having taken place only when

the buyer has accepted delivery of the goods.

If goods are sold "free", "delivered" or "delivered free" and a specific place is indicated, the goods are not regarded as delivered until they have arrived in that place.

In the case of consumer sales, the goods shall be regarded as delivered when the buyer has accepted delivery of them.

If the buyer is to collect goods at the destination, the delivery is also regarded as having taken place at the time that the buyer was under obligation to collect the goods.

Article 8 Additional Obligations in Consignment Sales

If the seller has undertaken shipment of goods, he is under obligation to enter into any contracts required for the goods to be transported to their destination in an appropriate manner and pursuant to the normal terms applicable to such transport.

If goods are not insured in transport, the seller shall alert the buyer to this fact. If the seller is not intended to purchase insurance in respect of the shipment of the goods, the seller must, at the request of the buyer, provide the information necessary for the buyer to purchase such