

Terms & Conditions

Last updated: 2026-03-01

These terms and conditions apply to all services provided by FugeMads ApS (hereinafter “FugeMads”) to professional clients (hereinafter the “Client”). By entering into an agreement for a service, the Client accepts these terms.

1. Company information

FugeMads ApS

Kirkevej 46, 4872 Idestrup, Denmark

Company no. (CVR): 45750418

Email: hello@fugemads.com

Telephone: +45 22 51 51 75

2. Services

FugeMads develops and produces custom-formulated silicone sealants for professional clients within architecture, design, and construction. Our services include colour development, tonal formulation, and production of silicone sealants designed to integrate with specific materials and lighting conditions.

3. Quotations and agreement

All quotations from FugeMads are valid for 30 days from the date of issue, unless otherwise stated. An agreement is considered binding when the Client accepts the quotation in writing, or when FugeMads commences work following agreement with the Client.

4. Colour approval

FugeMads offers a sample approval process in which physical colour samples are produced for the Client to evaluate before production commences. FugeMads recommends that all Clients make use of this process to ensure full satisfaction with the final result.

If the Client chooses to approve a colour sample, the approval must be given in writing. The Client is responsible for evaluating the sample under correct lighting conditions and on the relevant substrate. Colours that have been approved by the Client cannot be subject to subsequent complaint regarding colour appearance.

If the Client chooses to proceed without requesting or evaluating a physical colour sample — for example, by placing an order based on a verbal description, a digital reference, or a previous colour — the Client accepts full responsibility for the colour outcome. In such cases, FugeMads cannot accept complaints or claims regarding the colour of the delivered product.

Minor colour variations between samples and the final product may occur due to the natural variation of raw materials. FugeMads strives for the highest possible colour consistency within industry standards.

5. Exclusivity

Pure Tone and Shadow Tones: Each colour developed under the Pure Tone and Shadow Tones product lines is formulated from scratch based on the Client's specific physical sample. The resulting formulation is exclusive to the Client who commissioned it. FugeMads will not resell or redistribute that specific formulation to other parties without prior written agreement.

Exclusivity applies to the specific formulation developed from the Client's sample. It does not extend to colours in a similar tonal range that may be independently developed for other clients from their own distinct physical samples. Because every colour is developed individually from a unique reference, two visually similar colours commissioned by different clients are treated as separate and independent formulations.

Stone Echo: Colours developed under the Stone Echo product line are designed to replicate the natural appearance of stone, mineral, and other geological materials. As natural stone is not a proprietary material, and similar or identical stone types may be encountered across different projects and clients, Stone Echo colours are non-exclusive by nature. FugeMads may produce Stone Echo sealants in the same or similar colour for multiple clients where the colours are derived from the same or comparable natural source material.

For the avoidance of doubt: the non-exclusive nature of Stone Echo applies to the colour itself, not to any bespoke formulation, particle composition, or technical specification that may be developed for a specific Client. Such technical specifications may be subject to separate exclusivity arrangements by written agreement.

6. Pricing and payment

All prices are quoted exclusive of VAT unless otherwise agreed. Payment is due 14 days from the invoice date, unless otherwise agreed. Late payment will incur interest in accordance with the Danish Interest Act (Renteloven).

7. Delivery

Delivery times are indicative and depend on the formulation process and production scope. FugeMads endeavours to meet agreed delivery dates but cannot be held liable for delays caused by unforeseen circumstances, including supply chain disruptions for raw materials.

Risk of the goods passes to the Client upon delivery.

8. Complaints and defects

The Client must inspect the product upon receipt. Complaints regarding visible defects must be made within 8 days of delivery. Hidden defects must be reported immediately upon discovery or when the defect should reasonably have been discovered.

Complaints regarding colour deviation can only be made if the deviation materially exceeds normal industry tolerances, and only if the Client has approved the colour sample prior to production. Orders placed without sample approval are not eligible for colour-related complaints, as set out in section 4.

9. Limitation of liability

FugeMads is liable under the general rules of Danish law, subject to the following limitations: FugeMads is not liable for indirect losses, consequential losses, loss of operation, or loss of

profit. The total liability of FugeMads shall not exceed the invoiced amount for the service in question.

10. Intellectual property

FugeMads retains all intellectual property rights to its own formulations, recipes, and production methods. The Client acquires the right to use the ordered product but does not acquire any rights to the underlying formulation.

11. Confidentiality

Both parties undertake to treat all information received from the other party as confidential. This applies in particular to technical specifications, formulations, pricing, and commercial information.

12. Force majeure

Neither party shall be liable for failure to fulfil obligations when such failure is caused by circumstances beyond the party's control, including but not limited to natural disasters, war, pandemic, strikes, lockouts, fire, flooding, or disruption to the supply chain.

13. Governing law and jurisdiction

These terms and conditions are governed by Danish law. Any disputes that cannot be resolved amicably shall be settled by the Court of Nykøbing Falster (Retten i Nykøbing Falster) as the court of first instance.

14. Amendments

FugeMads reserves the right to amend these terms and conditions. The current version is always available at fugemads.com.