

# General Terms and Conditions for Delivery

of EBV Elektronik APS, DK-2860 SØBORG 02.2010

The following shall apply to all deliveries where EBV Elektronik APS is the Seller:

## 1. DELIVERY

Unless otherwise agreed, all agreed delivery times shall be considered as only approximate and delivery up to 30 days after the set time will be considered on time. The Seller is entitled to undertake partial deliveries and the Buyer is obliged to pay for such partial deliveries. Delay of a partial delivery does not imply that the overall delivery or previous partial deliveries are late. Late delivery does not entitle the Buyer to require compensation for his costs arising from the delay or compensation in respect of downtime, loss of profit or other indirect losses. Unless agreed otherwise, all shipments by Seller are insured and all transportation charges shall be paid by the Buyer in addition to the price of the products. Delivery of the products to the carrier shall constitute delivery to the Buyer and the risk shall thereupon pass to the Buyer. The Seller shall select the carrier and the transportation route unless specified by the Buyer.

## 2. PAYMENT

All prices stated are based on subcontractors' prices and on the exchange rates applicable at the time of ordering. The Seller reserves the right to adjust the final invoiced amount as a result of changes in subcontractors' prices, changes in exchange rates, customs rates, duty, etc. Unless otherwise agreed, payment shall be 14 days net. In the event of late payment, interest shall accrue in accordance with the Act relating to the charging of interest (renteloven), from the invoice date until payment has been received by the Seller.

## 3. ORDER CANCELLATION

The minimum order value is Euro 250. Seller's offers are made without engagement and are subject to due and timely receipt of supplies by the Seller. Once a written order confirmation has been received, the purchase order shall be considered

binding. Any subsequent changes may only be effected with the written consent of the Seller. Where the Seller approves cancellation of a binding order, a charge of 10% of the cost of the order shall be charged to cover the Seller's costs. Where the Buyer is entitled to return a delivery, it shall be returned in accordance with the reasonable instructions of the Seller. Deliveries marked "NCNR" or "Non-Cancellable" or "Non-Returnable" can neither be cancelled nor returned.

## 4. DEFECTS AND DEFICIENCIES

The Buyer must report the defect or deficiency within 10 days of its discovery and within the warranty period as set out in art. 5. Otherwise he will forfeit the right to hold the Seller liable for it. Product returns shall follow Seller's RMA-procedure at the time of the return. No return of Products shall be accepted by Seller without a Return Material Authorization ("RMA") Number, which may be issued by Seller in its sole discretion. Returned Products must be packaged in a manner that the product cannot be damaged in any way and this is solely the responsibility of the Buyer. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to the customer, freight collect. In the event of defective or deficient orders, the Seller undertakes, within the mentioned warranty period, at his option, to rectify the defect or deficiency, to replace the goods delivered or to take back the goods and refund the purchase price. The Buyer cannot claim compensation for downtime, loss of profit or other indirect losses.

## 5. WARRANTY PERIOD

Unless otherwise specified, Seller grants a 12-month product warranty period to its Buyers. The limitation period shall commence upon delivery to the Buyer. In the event that a manufacturer of goods grants a warranty for a longer period, Seller will pass this extended warranty on to the Buyer at the Buyer's request, subject to the manufacturer's agreement.

## 6. RESTRICTED USE

The Seller's deliveries are intended only for use in accordance with the manufacturer's instructions. The Seller's delivery must not be used in connection with life support systems, nuclear facilities or in any other context where faults, defects or deficiencies in the delivery could entail serious bodily injury or damage to health or significant financial losses. Any use of the Seller's delivery contrary to the manufacturer's instructions and this clause shall be at the Buyer's own risk and the Buyer shall be responsible for such use and shall be obliged to indemnify the Seller and manufacturer against any consequent claims that may arise.

## 7. INTELLECTUAL PROPERTY

Where a delivery contains software or other intellectual property, such software or intellectual property shall be accompanied by and subject to special licensing terms regulating its use. Neither the present terms and conditions nor the purchase order in general shall imply any further entitlement to use the software or intellectual property over and above the licensing terms.

## 8. RESERVATION OF TITLE

The Seller retains the right to take back the goods sold, should the Buyer fail to pay the purchase price of the goods on time.

## 9. RESELLING AND RE-EXPORTATION

All deliveries from the Seller are for use in the country of delivery, as agreed between the Buyer and Seller. In the case of some goods, special restrictions apply to reselling and re-exportation of the goods or of products incorporating the goods, including U.S. restrictions, restrictions applying in the countries of domicile of the contracting parties or in the European Union. The Buyer undertakes to ascertain such restrictions and to obtain the necessary permits to resell or re-export from the relevant authorities and to ensure adherence to the applicable provisions from time to time in force. The Buyer further undertakes, in the event of reselling or re-exportation, to impose the same obligations on the subsequent buyer.

## 10. PRODUCT LIABILITY

The Act relating to product liability (produktansvarsloven) applies to all deliveries by the Seller unless the Seller can demonstrate that another party is liable or that he is free from product liability on some other basis. The Seller is not liable

for damage to real property, fixtures or fittings occurring while the material is in the Seller's possession. The Seller is not liable for damage to products made by the Buyer or products incorporating such products.

Should a third party deem that the Seller has product liability in connection with a delivery to the Buyer, the Buyer undertakes to indemnify the Seller to an extent corresponding to the limitation of the Seller's liability under these terms and conditions.

## 11. COMPENSATION

Where the Seller is to pay compensation to the Buyer, such compensation shall under no circumstances exceed EUR 50,000 except in connection with gross negligence and wilful misconduct on the Seller's part. The Seller is not liable for downtime or any other indirect loss (including but not restricted to loss of business, income, earnings, goodwill, enjoyment or data), irrespective of the reason for the loss arising, either due to breach of contract, breach of a guarantee obligations or actions outside the contractual relationship giving rise to compensation, including negligence, and irrespective of whether the Seller has previously been informed of the risk of such damages.

## 12. FORCE MAJEURE

Neither party shall be deemed liable to the other party in respect of matters that are beyond the control of the parties, and which the party could not have taken into consideration at the inception of the contract, including industrial action, fire, war, mobilisation, unforeseen call-up to military service, confiscation, currency restrictions, civil commotion, unrest, lack of transportation, general shortages, cancellation of major projects, fuel restrictions and/or delay in deliveries or due to allocations of products from subcontractors.

The party that is not affected by Force Majeure shall be entitled to rescind the contract if, as a result of Force Majeure, the agreed delivery date is exceeded by more than 180 days. It is the responsibility of the party wishing to claim Force Majeure to inform the other party, without undue delay, of the beginning and end of the Force Majeure circumstances. This clause does not release the affected party from his duty to pay any monies due.

### **13. LEGAL VENUE, ETC.**

Any disagreements relating to the construction and/or performance of this contract and any other disputes between the parties with regard to the goods delivered shall be settled by the Maritime and Commercial Court in Copenhagen.

The Maritime and Commercial Court in Copenhagen shall make its judgement under Danish law. International sale of goods legislation shall not apply.

Should any court ruling or change in legislation render a clause in the present terms and conditions void, this shall in no way affect the validity of the remaining clauses.

### **14. DATA PROTECTION**

Personal data used in connection with the business relationship are stored and processed by Seller, to the extent necessary for business purposes, in accordance with the statutory provisions.