

DATAMATIK APS
Terms of Sale and Delivery
2018 version

1 Definitions

1.1 **Datamatik ApS** means Datamatik ApS, CVR no. 28891857, Stamholmen 193A, 2650 Hvidovre, Denmark.

1.2 The **Customer** means the natural or legal person who orders products from Datamatik ApS, provided that the order is received and accepted by Datamatik ApS.

1.3 **(The) Product(s)** mean(s) Radio equipment cables, power supplies, Software and other goods that Datamatik ApS offers for sale and delivery, including goods to replace defective goods, hardware documentation and also software products to which the Customer is given a right of use.

2 General

2.1 These terms constitute the contractual basis between Datamatik ApS and the Customer for all Datamatik ApS's sales and deliveries of Products.

2.2 The Customer is regarded as having accepted these terms unless the parties made any other agreement in writing when the goods were ordered. The Customer's own terms, if any, will have no effect on the agreement unless this has been accepted by

Datamatik ApS and has been expressly stated in the acknowledgement of order.

2.3 The contents of these terms can at any and all times be changed by Datamatik ApS for future sales and deliveries. An updated version of the terms is available on Datamatik ApS's website.

2.4 Datamatik ApS can choose to deliver direct from its suppliers or from branches and/or associates abroad.

Irrespective of whether a delivery note or any other acknowledgement in such instances contains terms of sale and delivery that differ from these terms,

only these terms apply between the Customer and Datamatik ApS.

3 Offer, acknowledgement of order and price

3.1 All prices contained in offers given by Datamatik ApS are valid for 15 calendar days from the date of the offer, in the absence of any other statement in the offer in question.

3.2 Datamatik ApS is always entitled to sell goods offered to others irrespective of whether this is stated in the offer or not.

3.3 An agreement for sale and delivery of Products has been made only when Datamatik ApS has acknowledged the Customer's order in writing in the form of an acknowledgement of order.

3.4 Information on the design, weight, dimensions and capacity of Products as well as technical and other data set out in catalogues, prospectuses, advertisements, illustrations and price lists are binding on Datamatik ApS only if reference to these is expressly stated in the acknowledgement of order.

3.5 Notwithstanding item 3.1 above, Datamatik ApS is entitled to invoice delivery of Products at the prices and taxes and duties applicable on the date of delivery. This applies also in case of changes to exchange rates and commodity quotations, cost prices, customs, freight and insurance rates or to any other matters which are beyond Datamatik ApS's control.

3.6 Prices quoted are exclusive of VAT, excise duties and import duty, but including customs duty.

3.7 Prices quoted may exclude duties that Datamatik ApS is obliged to collect in pursuance of legislation. In such instances, the duty is added upon invoicing. The Customer accepts Datamatik ApS's right to invoice the amount of duty and pay corresponding additional duties.

4 Delivery and carriage

4.1 Any statement of time of delivery in an acknowledgement of order is estimated and is an approximate statement.

4.2 Datamatik ApS's delayed delivery does not entitle the Customer to cancel the agreement or to claim damages.

Irrespective of the cause of the delay, Datamatik ApS assumes no liability for any direct or indirect loss incurred by the Customer owing to delayed delivery.

4.3 In the absence of any other agreement between the parties, delivery is ex Datamatik ApS's warehouse (EXW; see Incoterms 2000), and the risk passes at the same time from Datamatik ApS to the Customer. If the parties have agreed on any other delivery clause, such clause will be interpreted in accordance with the Incoterms in force.

4.4 If the Customer does not himself collect the Products at the warehouse, Datamatik ApS can arrange carriage of the Products to the Customer's address for the Customer's account and risk. Datamatik ApS chooses the form of transport, but does not take out transport insurance. Datamatik ApS assumes no liability for the performance of transport or damage to goods in transit. If Datamatik ApS has undertaken to arrange transport, Datamatik ApS has the right to send the Products prior to the agreed date of delivery and Datamatik ApS has the right to send the goods in one lot or in several lots.

4.5 Should the Products not be received and paid for by the Customer in due time, Datamatik ApS may at its own discretion sell the goods for the Customer's account after having advised the Customer of this or store the goods for the Customer's account so that the Customer must pay the costs related to storage. In the case of storage, the goods are stored for the Customer's account and risk.

4.6 For deliveries containing cooling units, Datamatik ApS has the right to deliver up to 10 % above or below the quantity ordered. This applies also in the case of deliveries made on an ongoing basis with regard to the part of the order that has at the time of an adjustment, if any, not yet been delivered. Datamatik ApS reserves the right to deliver other goods in whole, unbroken packages.

5 Payment

5.1 All sales are cash sales unless otherwise expressly agreed and stated in the acknowledgement of order and in the invoice.

5.2 If the parties have agreed on credit, payment must be made not later than eight calendar days from the invoice date unless otherwise stated by Datamatik ApS in its acknowledgement of order.

5.3 In the case of delayed payment on the part of the Customer, Datamatik ApS is entitled to charge interest on the amount owed to it corresponding to 2 % of the amount owed to it for each month or part of a month.

5.4 For written reminders and other measures with the purpose of inducing the Customer to pay any amounts due, Datamatik ApS is entitled to a fee of DKK 100.00 per letter.

5.5 Datamatik ApS retains title to the Products until the entire amount owed to Datamatik ApS, including interest and costs, has been received by Datamatik ApS.

5.6 Should the Customer not observe these provisions concerning payment of the purchase price, Datamatik ApS is not obliged to make any additional (sub)deliveries.

5.7 Even though the Customer complains of errors or defects in the Products, the Customer is obliged to pay the purchase price for the part of the Products that is not faulty or defective at the agreed time.

5.8 The Customer is not entitled to set off any amount against the purchase price to cover claims against Datamatik ApS, unless this is done in accordance with a separate, written acceptance from Datamatik ApS.

6 Complaints, damage, errors and defects

6.1 The Customer is obliged to thoroughly examine all of the Products delivered to detect any damage, errors or defects immediately upon delivery.

6.2 If in his examination, the Customer detects any damage to or errors or defects in the Products, the Customer must without undue delay and not later than five working days after receipt of the Products make a written complaint to Datamatik ApS.

6.3 If the Customer has not made a complaint within the time limit set out in item 6.2 above, the Customer has accepted the Products and has precluded himself from asserting damage, errors and defects that would have been discovered in an examination of the Products in accordance with item 6.1 above.

6.4 If the Customer makes a complaint concerning one or more Products delivered (see item 6.2 above), the Customer is not entitled to have the disposal of the Products or to use, resell or return the Products without a separate, prior agreement with Datamatik ApS.

6.5 If a Product is damaged or faulty or defective, Datamatik ApS has a right but not a duty to rectify defects, which means that Datamatik ApS can at its own discretion rectify the defect or deliver substitute goods.

6.6 If Datamatik ApS chooses to rectify defects in the Products, the Customer must bear any costs incurred by Datamatik ApS on account of the Products being at a place other than the place of delivery set out in the agreement, including the cost of carriage, if any.

6.7 The Customer is not entitled to cancel the agreement and/or claim damages on account of damage, errors or defects. As an alternative to rectification or delivery of substitute goods, Datamatik ApS has the right at its own option to cancel the agreement against repayment of the purchase price to the Customer.

6.8 Datamatik ApS assumes no liability for any consequential damage and loss irrespective of whether such damage or loss arises as a result of breach of contract, tort, incorrect information, etc., that may arise upon or in connection with sale and delivery of Products to the Customer.

6.9 The Customer is responsible for his choice of Products and for his use of these Products and the result thereby achieved. Datamatik ApS assumes no liability for the Products not being suited for the purpose intended by the Customer.

6.10 Datamatik ApS is not liable for damage, errors arisen or defects in the Products that is/are due to circumstances for which the Customer is responsible, including incorrect use of, changes to or interference with the Products, repair, lack of maintenance or incorrect installation.

6.11 If the Customer follows directions and instructions given by Datamatik ApS's staff members or vendors concerning storage, application or use of the Product or any other matters that have been given orally only, the Customer acts at his own risk and

Datamatik ApS cannot be made liable for any damage or loss as a result of this.

6.12 If a third party advances a claim against Datamatik ApS as a result of errors and defects in Products delivered by Datamatik ApS to the Customer, the Customer must indemnify Datamatik ApS from the amount that Datamatik ApS would then have to pay in damages to a third party.

6.13 Products delivered by Datamatik ApS are covered by a guarantee only if this is stated specifically by Datamatik ApS in the acknowledgement of order.

6.14 Any guarantee that may be printed on the packaging of Products, be enclosed or appear in any other way cannot be regarded as a guarantee given by Datamatik ApS, and the Customer cannot rely on such a guarantee in relation to Datamatik ApS.

6.15 Datamatik ApS's liability for damage to or errors and defects in Products delivered is limited to what is set out above and the Customer is not entitled to any other compensation on account of damage, errors and defects.

7 Product liability

In so far as nothing else is provided for by mandatory statutory provisions, the following applies regarding product liability:

7.1 Datamatik ApS is liable for personal injury caused by the Product only if it can be proved that the injury is due to errors or omissions committed by Datamatik ApS or others for whom Datamatik ApS is responsible.

7.2 Datamatik ApS is not liable for damage to personal or real property caused by the Product which occurs while the Product is in the Customer's possession. If the Product is in Datamatik ApS's possession, Datamatik ApS is liable for such damage if it can be proved that the damage is due to errors or omissions committed by Datamatik ApS or others for whom Datamatik ApS is responsible.

7.3 Datamatik ApS is not liable for damage to products manufactured by the Customer or to other products in which products manufactured by the Customer form part.

7.4 Datamatik ApS assumes no liability for loss of profit, loss of earnings or any other indirect loss as a result of an injury or damage caused by a defective product.

7.5 If a third party advances a claim for damages for an injury or damage caused by a defective product against the Customer and/or Datamatik ApS, the party concerned is obliged to inform the other party of this immediately.

7.6 Datamatik ApS and the Customer are under a mutual obligation to submit to the institution of legal proceedings at the court that deals with a claim for damages advanced against Datamatik ApS and/or the Customer owing to an injury or damage caused by a defective product.

7.7 In so far as product liability is imposed on Datamatik ApS in relation to a third party, the Customer is obliged to indemnify Datamatik ApS to the same extent as Datamatik ApS's liability in relation to the Customer is limited in pursuance of this item 7.

7.8 These limitations in Datamatik ApS's liability do not apply if Datamatik ApS is guilty of gross negligence.

8 Force majeure

8.1 Datamatik ApS is not liable if, after the conclusion of the agreement, circumstances occur that prevent the performance of the agreement or make the performance of the agreement unpredictably onerous. Such circumstances include, but are not limited to, labour disputes, war, sabotage, fire, water damage, burglary, regulatory procedures, errors, defects, delay in energy supply, telephone connection or other communication, in transport or in

the performance of sub-suppliers or any other matters that are beyond the control of Datamatik ApS or of the sub-supplier.

8.2 Both Datamatik ApS and the Customer are entitled to cancel the agreement by written notice to the other party within a reasonable time when performance of the agreement becomes unpredictably onerous or impossible on account of a circumstance mentioned in item 8.1 above.

9 Limitation of liability. Statute-barring

9.1 Irrespective of any other terms in these terms of sale and delivery, Datamatik ApS's liability for any reason is limited to the invoice value or DKK 500,000, whichever is the larger.

9.2 All claims arising from Datamatik ApS's sale and delivery of Products are statute-barrred 12 months after they arose.

10 Governing law and jurisdiction

10.1 All legal matters between Datamatik ApS and the Customer are governed by Danish law with the exception of the conflict of laws rules of Danish law. The Convention on Contracts for the International Sale of Goods, CISG, does not apply.

10.2 Disputes are to be settled at the Maritime and Commercial Court in Copenhagen. Should the Maritime and Commercial Court reject hearing the case, it is to be settled by the Copenhagen City Court.