

General terms of sales and delivery

1. Intro

The general terms mentioned below are used within all transactions unless something else is agreed between both parties, any other agreements must be clearly emphasized in a written document. The terms mentioned below are accepted upon acceptance of all offers.

2. Prices

All prices are exclusive VAT and subject to an eventual variation within prices of material, salary and other legal regulations unless something else is agreed upon. The indicated prices are valid within the dates set out in the terms of acceptance and delivery.

3. Offers

Only written offers are valid and binding. All offers are subject to the goods being unsold and are effective two weeks from which the offer is made. In case the buyer requests exact specifications, which aren't mentioned in the supplier's standard specifications, they must be specified on a written document.

Production equipment, drawings and other belongings, which are handed in when making an offer, is always considered to be the supplier's property.

4. Ownership

The ownership of the delivered product and other documents belongs to the supplier until buyers has fully paid for the supplied product.

Ownership, Copyright and other rights to the product belong to the copyright(s) holder. The copyright holder has the right to act in case the buyer breaks the concluded purchase agreement. The copyright holder has given the supplier authorization to license the product.

In case the supplier should lose the right to charge maintenance and/or other tariffs, then the copyright holder has the right to collect the above-mentioned charges.

It's not allowed for the buyer to copy software for other purposes than back-up and archiving.

5. Order

A purchase is finalized when the supplier has given written confirmation of the order. When this has occurred the order can't be cancelled without written acceptance from the supplier. Payment of running costs and payment of the product, which is stored for the buyer, is at the buyer's own risk.

6. Delivery

Delivery occurs ex-supplier. Every shipment is at buyer's own risk unless otherwise is specified in the order confirmation.



7. *Time of delivery*

The time of delivery is specified in the order confirmation and is based upon those specifications set out by the buyer at the time of ordering.

The buyer cannot cancel the order in case of a late shipment before a written accusation has been made to the supplier indicating the circumstances of the shipment. Hereafter the supplier should deliver the product within a reasonable time frame. If the shipment is delayed due to state of affairs caused by the buyer, the shipment will be extended to a time, which seems reasonable.

8. *Force majeure*

The following circumstances entitle to suspension of performance of obligations under the contract to the extent that such performance is impeded or made unreasonably onerous: labour disputes and any other circumstance beyond the control of the parties such as fire, war, military mobilization, requisition, seizure, embargo, riots, scarcity of means of transportation, general scarcity of goods, restrictions in the use of power, machine- or tool breakdown, and defects or delays in deliveries by sub-contractors caused by any such circumstance. Should the period of suspension, as for more than three (3) months, either party is entitled to cancel the agreement by written notice to the other party.

9. *Defects*

The supplier is obliged by the below mentioned terms for which all delivered goods are in good condition hence to materials, tolerances and processing.

If there is prove of a default product the supplier is obliged to either replace the default components or monetarily compensate for the defaults upon returning the goods to the supplier. Above-mentioned obligations are valid under the circumstance of which the buyer gives the supplier a written notice within 5 days after receiving the goods.

The supplier is not obliged to compensate for faults and errors which is due to incorrect usage, carriage, storage, assembly, general wear caused by ordinary or extraordinary usage and/or other mistreating by others and third party.

10. *Payment*

Terms of payment are mentioned in the order confirmation. If no terms of payment are mentioned the following terms will be endorsed: Net cash payment latest eight (8) days after the date of order confirmation. If the payment hasn't occurred within in reasonable time an additional interest rate will be added. The interest rates are based on the rates set out by The National bank, Interest on arrears will at the start at the beginning of every month.

If the buyers ability to pay under the terms agreed upon should be unsuccessful and the supplier cannot manage to receive a letter of credit before the time of delivery, in which case the supplier has the right to demand cash payment and/or collateral.



11. Product responsibility

In case the supplier's product causes any injuries on human beings due to a defect, the supplier will only be accounted for to the extent of which the responsibility lies within the seller.

The supplier cannot be held accountable for the damages inflicted on buyers and/or third parties property, caused by the product provided by the supplier. The supplier can under no circumstances be held accountable for loss of profit, time, process and other losses, which is indirectly inflicted on the buyer and/or third party.

The supplier renounces any responsibilities for products where other materials supplied by the buyer and/or third party have been used on the product provided by the supplier, unless the damages can be assigned to the suppliers product.

In case the supplier should be imposed product responsibility towards a third party due to products delivered by the buyer, the buyer is committed to take responsibility towards the supplier as mentioned in the terms above.

12. Guarantee

The guarantee on the delivered products is 6 months unless otherwise is concretized in the order confirmation. The guarantee includes material errors and defects caused only by normal usage. Errors due to abuse, wrong usage, vandalism, unauthorized usage, intervention or actions, which could have been avoided by reasonable predictions is not included in the guarantee.

Any sort of guarantee on Detectronics equipment is repealed in case of unauthorized repairs, disassembly of equipment and/or any interventions by a third party. By unauthorized repairs, disassembly, or intervention it's meant that any type of repairs on the equipment and parts of the equipment. The meaning of a third party is a - technician or layman – which is not appointed or authorized by Detectronic. Detectronic can, only accept repairs of equipment within the period of the guarantee completed by a third party, via a written notice from Detectronic A/S.

Detectronic A/S cannot be held responsible for any direct or indirect damages inflicted on the product. The meaning of direct and indirect damages is for example – but not limited to - loss of worker earnings, costs connected with repairs and replacement of property and cash.

13. Retention of title

The property right to the delivered yields occurs to Detectronic A/S and is handed to the buyer when the total amount of the purchase price is paid.