

## **Standard Terms for Sales Confirmations**

### **The contract:**

Only the terms set out in this document shall constitute the contract between the Purchaser and Nordic Computer (known here-in as NC) for the sale of the equipment.

### **Delivery:**

Delivery of the equipment shall be effected when the equipment is turned over to the transporter at the place of delivery. Upon delivery the equipment shall be at the risk of the Purchaser in all respects.

### **Property of the equipment:**

The property of the equipment shall pass to the Purchaser when, and only when, payment in full has been received by NC.

### **Transport and installation:**

The Purchaser will undertake at its own expense the transport, relocation and commissioning of the equipment. The Purchaser shall at its own expense be fully responsible for all maintenance required for the equipment after delivery.

### **Cancellation policy:**

Orders that have been shipped i.e. left our warehouse cannot be cancelled. Orders concerning equipment not in stock with NC cannot be cancelled.

### **Delay:**

In case the delivery date is exceeded more than 30 days the Purchaser is entitled to cancel the contract unless force majeure is in question. With such a delay the Purchaser may claim damages for a loss suffered if the Purchaser proves that NC has shown gross negligence.

NC's responsibility for the loss that the Purchaser may suffer as consequence of the delay or of the lack of delivery shall under no circumstance exceed 10% of NC's sales price to the Purchaser.

### **Removal of equipment:**

The removal of the equipment from the Site to the new premises shall be completed within a period of 14 days of the date which NC shall inform the Purchaser is the delivery date, and if the Purchaser shall fail to remove the equipment within such period NC shall thereupon be at liberty to procure that it is removed and stored at the expense of the Purchaser and the Purchaser shall immediately thereafter become liable to NC for the whole of the purchase price after deducting any deposit.

### **Notification of defects:**

The Purchaser is obliged to examine the equipment promptly on receipt and notification of defects shall be made in writing no later than 30 days upon receipt of the equipment.

After this period the Purchaser can only make notification of defects, which could not be determined at such first-hand examination. Notification of defects shall be made in writing without any unfounded delay after determination of the shortcomings.

Upon the passing over of the risk of the equipment to the Purchaser NC shall bear no responsibility for shortcomings, apart from the liabilities set out in this clause. For that reason the Purchaser is not entitled to cancel the contract, claim damages or sustain any other claim of non-fulfillment.

NC clearly disclaims responsibility for any indirect losses such as consequential loss, loss of time, loss of profits or the like that the shortcomings may have caused the Purchaser.

**Force Majeure:**

The following circumstances result in exemption from liability when occurring after the conclusion of the contract and preventing its fulfillment:

Labour disputes, strikes, lockouts and any other circumstance on which the parties have no influence such as fire, war, mobilization, unforeseen military calling-up, sabotage acts, requisition, impounding, currency restrictions, import or export prohibition, rising, disturbances, lack of working plants, general lack of goods, restrictions in the means of motive power, and lack of deliveries from sub-contractors or delay in such deliveries as described in any of the circumstances in this clause.

NC is entitled to inform the Purchaser in writing that the contract is cancelled when a fulfillment hereof in reasonable time is impossible due to one or more of the circumstances stated in this clause.

**Product liability:**

In case a delivery from NC causes damage, NC is responsible to the Purchaser for personal injury if proved that the injury is caused by NC's fault or negligence.

In relation to the Purchaser NC is not liable for damage on chattels personal or real property, just as NC is not liable for any loss of profits, lost wages or any other indirect or diverted loss.

In the event that NC may be held liable to third party according to the rules and regulations of product liability or according to general regulations on damage the Purchaser shall indemnify NC as far as such a liability reaches beyond the limits stated above. The Purchaser is obliged to have prosecutions against itself filed at the same court that tries the case of claims for damages against NC in the event of damage claimed to be caused by a mistake in one of NC's deliveries.

**Warranties:**

NC warrants that the equipment in question is sold free of all encumbrances, liens, charges and claims whatsoever.

**Other arrangements:**

The equipment will, if available and applicable, be supplied with a MSQ/MAQ-letter in accordance with Manufacturer's rules and regulations.

**Maintenance:**

Where equipment has been supplied to the Purchaser on the basis that NC guarantees that such equipment will be accepted on to the manufacturers scheduled maintenance, the Purchaser must immediately arrange for the manufacturer to accept the equipment onto its maintenance schedule, and unless NC shall have been notified in writing within 7 days from the date of delivery or installation, if later, that the manufacturer has not accepted the equipment onto its maintenance schedule because of a defect in the equipment, it will be deemed that the equipment has been accepted and the maintaining manufacturer will be responsible for all future support for the equipment and NC shall have no liability in respect of the maintenance of the equipment.

**Assistance by NC:**

If NC agrees to assist in the delivery and shipping arrangements it shall do so without any responsibility, but shall use all care in such assistance.

**Assignment:**

The contract will not be assignable by the Purchaser without NC's written consent, which NC shall be entitled to, at its discretion, to refuse.

**Settlement of disputes:**

For sales to customers in Denmark any dispute between the two parties shall be settled at the Court of Aalborg, notwithstanding that the nature of the dispute may be a High Court case.

For sales to foreign customers any dispute shall be settled in accordance with the rules and regulations of the Danish jurisprudence at the Court "Sø- & Handelsretten" in Copenhagen.