

Standard Terms for Purchase Orders

The contract:

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

Entry and inspection:

The Seller grants to NC authority for its servants or agents to enter the premises where the equipment is situated at all reasonable and prearranged times during business hours and inspect or test the same making good to the satisfaction of the Seller any damage occasioned by such testing.

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 property of the equipment is turned over to the transporter at the place of delivery. Upon delivery the property of the equipment shall pass on to NC and thenceforth the equipment shall be at the risk of NC in all respects.

Transport and installation:

NC will undertake at its own expense the transport, relocation and commissioning of the equipment. NC shall at its own expense be fully responsible for all maintenance required to the equipment after delivery. The Seller will use its best endeavours to give to NC such assistance as is able.

Delay:

In case the delivery date is exceeded more than 7 days NC is entitled to either cancel the contract and claim damages for losses suffered or to claim a penalty of 2% of the purchase price each starting week the delivery is delayed.

Warranties:

The Seller warrants that:

1. the equipment in question is sold free of all encumbrances, liens, charges and claims whatsoever.
2. the equipment and all the parts included are of original manufacture.
3. until de-installation the equipment will be duly maintained and inspected and that the de-installation will be made by the manufacturer unless otherwise agreed with NC.
4. the equipment - except from reasonable tear and wear - will not be delivered in a condition inferior to its present state of repair to NC.
5. the equipment is, if available, supplied with a valid MSQ/MAQ-Letter in accordance with the manufacturers rules and regulations or qualifies for maintenance with the manufacturer without further costs to NC.
6. the equipment is supplied with the latest EC-Level.
7. the equipment is delivered duly cleaned and wrapped to NC.
8. all equipment comes with a 30 days warranty.

Assistance by the seller:

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

Assignment:

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

Settlement of disputes:

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