

Standard terms and conditions for trade with M-Comp A/S (CVR 29220344), Mosetoften 20, 8722 Hedensted, Denmark concerning delivery of goods.

Current conditions for the delivery of goods apply until changed by M-Comp A/S. We assume no responsibility for printing or other errors.

These terms and conditions apply while there has been no other written agreement made between M-Comp A/S and the buyer. These terms and conditions will also apply to other agreements, e.g. development or service agreements, between the same parties, even if purchase has not taken place. The buyer's own delivery and purchasing terms and conditions do not imply any obligations for M-Comp A/S, unless M-Comp A/S has accepted them in writing.

1. Offer, acceptance and order confirmation

If a written offer is sent, it is only binding for M-Comp A/S if it is accepted within the deadline mentioned in the offer. Should M-Comp A/S order confirmation differ from the buyer's order concerning additions, reductions or conditions, and should the buyer be unwilling to accept these changes, the buyer must report this to M-Comp A/S within 8 days of receipt. If this does not happen, M-Comp A/S order confirmation applies.

2. Product descriptions, etc.

Any product information concerning weight, dimensions, capacity or technical data is to be considered informative, and is only binding to the extent that it is referred to in the offer and/or order confirmation. Specific requirements from the buyer are only binding after written confirmation from M-Comp A/S.

3. Terms of ownership

M-Comp A/S reserves the ownership rights to the products sold until payment of all invoices relating to delivery has taken place.

4. The buyer's cancellation of an order

Buyer only has the right to cancel an order or postpone the delivery time of an order after prior written agreement from M-Comp A/S.

5. Prices

Prices given are inclusive of packaging, but exclusive of VAT, shipping costs, processing charges and any other possible expenses. Unless otherwise agreed, the buyer pays the shipping costs to the delivery address, as well as processing charges. M-Comp A/S is entitled to change the prices on the day of delivery in accordance with changes in conditions that lie outside of M-Comp A/S's control and influence.

6. Payment

If no agreement is made on payment terms, they are net cash delivery. Payment terms will be stated in the order confirmation, and are only binding if in writing on the confirmation. Should the buyer not make payment on time, interest rate is charged from the invoice date. Interest is charged in accordance with the Danish Interest Act. As an addendum to this, M-Comp A/S can demand late payment charges, debt collection charges and other expenses attached to the recovery of the purchase sum. The buyer is under all circumstances obliged to pay on time for that part of the delivery that has not suffered a defect or omission. The payment can only be held back from buyer on items agreed to the RMA procedure of M-Comp A/S. Agreed discounts can only be given if payment is made on time.

7. Transfer of risk, Delivery times and delays

Risk is transferred to the buyer on delivery of the goods. Any indication of delivery time is given as an approximation only. M-Comp A/S is entitled to delay the approximate delivery time, should this postponement be necessary due to conditions out of M-Comp's control. M-Comp A/S is entitled to cancel orders made by the buyer or postpone their delivery and is otherwise not responsible for any missing or delayed deliveries which can be blamed in part or completely on circumstances over which M-Comp A/S has no control, such as uprising, civil disturbance, war, fire, official legislation, strike, lockout, slow-down, loss of transport means, scarcity of goods, illness or delay or omission from the sub supplier, accident in production or testing, natural disaster or power outage. At the same time, the buyer's obligations are suspended or repealed in such circumstances. In the case of cancellation or delay in the order, the buyer can neither demand compensation nor place other demands upon M-Comp A/S.

8. Returns/RMA & Warranty

Returned goods will only be accepted if already agreed in writing. Returned articles should be returned complete in original packaging and with any accessories, indicating the original invoice number and date as well as authorization number for returned deliveries (RMA no.). Warranty repairs are made upon shipping of the product to M-Comp A/S after receiving an RMA no. at the customer's own cost and risk. M-Comp A/S recommends that the product be shipped in its original packaging. M-Comp A/S will pay the return delivery costs of the repaired product. Defects that may arise as a result of the buyer's or any third party's intervention are not covered by the warranty.

Warranty repairs cover repair or replacement of defective components within a period of 12 month from the delivery date to the customer. On the specific repair executed under a specific RMA no. has a warranty of 3 month from the date shipped back to the customer by M-Comp A/S. The repairs do not cover restoring software, loading back-up copies, etc. It is the buyer's own responsibility to make and retain back-up copies of data as well as software. Troubleshooting that does not reveal errors in any of M-Comp A/S's delivered products is charged according to time spent. The original invoice is the valid proof of warranty of 12 month from the delivery date. The buyer is obliged to check the product immediately upon receipt. Complaints should be made in writing immediately after receipt or, if in regard to a less noticeable defect, immediately after this has been or should have been detected.

If the buyer has not reported to M-Comp A/S within 12 months of the delivery of the item that he would like to issue a complaint about a defect, he cannot make a complaint, unless M-Comp A/S has undertaken to guarantee the item for a longer period in written contract. M-Comp A/S is not responsible for operational loss, loss of working hours or any other form of indirect loss. Under no circumstances, referring either directly or indirectly to the delivered item(s), its use or M-Comp A/S's other services, shall M-Comp A/S be responsible for indirect loss or consequences, such as operational loss, wasted costs, harm to person or property or other consequences, including loss or distortion of data. In so far as M-Comp A/S is obliged to offer compensation according to Danish law, compensation is limited to an amount equivalent to the costs of rectifying the omission in the delivered item, and this can at maximum constitute the agreed purchase sum for the unit in question.

9. Partial invalidity

Should one of more of the stipulations in the standard terms and conditions be deemed invalid, illegal or unworkable, it does not influence or affect any of the other stipulations' validity, legality or workability.

10. Copyright and property rights

The buyer does not acquire any copyright of any products either partially or wholly developed by M-Comp A/S. The buyer does not acquire any property rights to any software, source code, documentation or similar.

11. Non-disclosure

The parties and their staff must observe unconditional nondisclosure of information concerning the circumstances of co-signers and others in possession of information in connection with the deliveries, services, development, etc. discussed in this contract.

12. Jurisdiction

According to the current standard terms and conditions, court cases will be decided at the District Court in Horsens or the High Court of Western Denmark, if the case in question is within the domain of the High Court of Western Denmark.