

# Supplier Terms & Conditions

These terms and conditions apply while there has been no other written agreement made between M-Comp A/S, CVR. 29220344 and supplier.

## **§ 1 General terms**

Supplier shall provide M-comp A/S with order confirmation within 2 working days. Order confirmation with specific delivery dates shall be provided within 4 working days after receiving order from M-Comp A/S. Track & trace shall be provided to M-comp A/S immediately after shipping. Supplier shall confirm that environmental and work conditions is under control, no child labour is used and human rights is observed and respected at any time.

## **§ 2: Sale**

All customers presented from M-Comp AS supplier shall be registrated by supplier as M-Comp´s Exclusive customer non-what so ever. All requests to supplier from these customers shall be redirected to M-Comp AS. Supplier is responsible for obtaining all applicable regulatory approvals necessary to permit to market.

## **§ 3: Prices & Payment terms**

Prices can be given on project specification, and therefor deviate from pricelist. Prices given are inclusive of packaging, but exclusive of VAT and shipping costs. Unless otherwise agreed, M-Comp AS pays the shipping costs. Supplier provides credit line at minimum 30 days' net.

## **§ 4: RMA & Warranty**

Supplier provide minimum 18-month warranty on all goods from shipping date. Warranty repairs covers repairs or replacement of defective components. Complaints should be made in writing immediately after receipt or, if regarding a less noticeable defect, immediately after this has been. Returned goods shall be agreed in writing. Warranty repairs are made upon shipping of the product to supplier. Supplier will pay the return delivery costs of the repaired product. Defects that may arise because of M-Comp AS or any third party's intervention, are not covered by the warranty.

## **§ 5: Confidentiality, non-disclosure & Jurisdiction**

The parties and their staff must observe unconditional nondisclosure of information concerning the circumstances of co-signers and others in possession of information about the development, products and projects, etc. discussed between the parties. Explained like this:

Unless otherwise agreed to in advance, in writing, by the disclosing Party or except as expressly permitted, the receiving Party will not, except as required by law or court order, use Confidential Information of the disclosing Party or disclose it to any third party for the Term and for a period of one year thereafter. The receiving Party may disclose Confidential Information of the disclosing Party only to those of its employees or contractors, who need to know such information. In addition, prior to any disclosure of such confidential Information to any such employee or contractor, they shall be made aware of the confidential nature of the confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions stated here. In any event, the receiving Party shall be responsible for any breach of the terms and conditions stated here, by any of its employees or contractors. The receiving Party shall use the same degree of care to avoid disclosure of the disclosing Party's Confidential Information as the receiving Party employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care. Per the current standard terms and conditions, court cases will be decided at the European Laws.

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