

Sales and Delivery terms for PROCES-DATA A/S (hereinafter called PD).

The following terms apply to all orders and deliveries unless otherwise specified and agreed in writing by both parties.

Quotations

Quotations are valid for 30 days from the date provided and are subject to alteration.

Orders

Orders are only valid when confirmed in writing in the form of an order confirmation sent by PD.

PD reserves the right to cancel the order in whole or in part or to postpone delivery, if the production is influenced by lack of components.

Prices

All sales are made at the price specified in the order confirmation. Until delivery has been made, the buyer must accept changes in the price arising from documented increased costs imposed on PD as a result of changes in exchange rates, prices of materials, customs duties, taxes and duties etc. concerning the agreed delivery.

All prices are exclusive of customs duty, VAT and equivalent public duties.

Terms of delivery

PD will not be responsible for delays or impediments caused by force majeure or other circumstances beyond the company's influence and control. If the buyer fails to comply with the agreed terms of payment, PD will not be obliged to make any further deliveries.

Deliveries are made EXW (Incoterms 2000).

Terms of payment

Thirty (30) days net from date of invoice. The buyer is not entitled to withhold payment on the grounds of a counterclaim that PD has not acknowledged in writing.

Penalty interest at the rate of 1.5% of invoice value per the first day of each month will be charged on overdue payments.

Guarantee

PD provides the following 24 months' guarantee on all deliveries, starting from the date of delivery:

PD will remedy defects in a product when a justified complaint has been received.

PD reserves the right to return a replacement product when necessary. The guarantee will lapse if the item has not been installed, maintained or treated correctly.

If PD elects to remedy the defect, the defective product must be sent to PD CPT Silkeborg. The required repairs will then be made as quickly as possible within normal hours of work. Any costs incurred by the buyer in connection with arranging the repair, including travel and accommodation costs, are of no concern to PD.

In the event of personal injury or material damage caused by defects in products and/or services supplied, PD will be liable only to the extent specified by law.

Under no circumstances will PD be liable for operating loss, loss of time, loss of profit or similar losses.

Packaging

The buyer will be charged for the cost of packaging unless specifically included in the price.

Any disagreements concerning sale, delivery and related matters shall be decided under Danish law.

PD's place of business shall be the venue for all cases.