

**General points:** All trade agreements concluded by dol-sensors a/s are subject to the present sale and delivery terms. No agreements or obligations deviating herefrom will be accepted, unless confirmed expressly and in writing by dol-sensors a/s. These sale and delivery terms shall be considered as accepted at the time the buyer places an order.

**Quotations and orders:** Quotations by dol-sensors a/s are based on the prices of raw materials, auxiliary materials, labour costs, freight charges, insurance costs, customs duties, currency exchange rates, etc. applicable at the time of issuing the quotation. They are subject to subsequent price increases which are beyond the control of dol-sensors a/s. Deliveries only comprise the parts, work, and services expressly set out in the quotation or order confirmation. In connection with orders, dol-sensors a/s issues an order confirmation to the buyer and this defines the scope of delivery. After receipt of the order confirmation it is not possible to amend the basis of the order and both parties are reciprocally obliged to adhere to it (delivery time, goods, and quantities). However, an exception from this is made if dol-sensors a/s accepts and confirms the amendment and the buyer pays the additional costs associated with the amendment.

**Description and drawings:** The illustrations, details of capacities, measurements, weights, dimensions, prices, technical and other data set out in the documents of dol-sensors a/s or its suppliers, are approximate and only binding if the agreement expressly refers thereto. dol-sensors a/s reserves the right to make changes etc. without prior notice. All drawings and technical documents relating to products made available to the buyer remain the property of dol-sensors a/s and must be returned if a delivery agreement is not concluded. Such material must not be used by the buyer, copied, reproduced, passed on to third parties or brought to their notice in any other way, without the prior written permission of dol-sensors a/s.

**Product changes:** dol-sensors a/s reserves the right to make product and design changes in relation to issued illustrated material etc. at any time, insofar as the sold product meets the agreed standards and any change does not result in any changes to functional efficiency or other disadvantages for the buyer.

**Software and Data:** The buyer's use of any and all dol-sensors a/s software and dol-sensors a/s collection and use of data are governed by dol-sensors a/s Software and Data Terms, which can be found at [www.dol-sensors.com](http://www.dol-sensors.com).

**Buyer's obligations:** Unless otherwise agreed in writing, the delivery exclusively comprises the product developed by dol-sensors a/s. If other work, for example setting up or modifying installations for electricity, water and oil, building work of any kind, for example carpentry or masonry work, or any other form of secondary work is necessary for buyer to be able to use the delivery, such work, including design work, must be carried out by the buyer or on behalf and at the risk of the buyer. All costs of such measures, including material expenses, are of no concern to dol-sensors a/s. dol-sensors a/s is not accountable for any requirements set by authorities, e.g. with regard to environmental legislation, fire regulations, building legislation, or any other form of legislation which does not specifically relate to dol-sensors a/s's products. It is therefore up to the buyer to obtain, pay for, and bear the responsibility for any required permits from authorities in connection with the installation, setting up, and operation of the system. Any wiring plans, foundation, building, and installation drawings produced by dol-sensors a/s are only indicative and should not be considered as working diagrams.

**Assembly work:** If dol-sensors a/s is to fully or partially undertake the installation of the delivered equipment, a written agreement which describes in detail the work/services for which both dol-sensors a/s and the buyer are responsible, including payment deadlines, must be drawn up. In addition, a date for dol-sensors a/s to begin the installation work, and a date for when the buyer's work must be completed, for example building work, will be determined. It is the responsibility of the buyer to ensure that approach and access conditions do not hinder delivery or installation by dol-sensors a/s. dol-sensors a/s can claim reimbursement of costs incurred through delay on the part of the buyer. It is the responsibility of the buyer at all times to procure any necessary permits and drawing material as described above. Unless otherwise agreed in writing, all drawings must be provided to dol-sensors a/s no later than four (4) weeks before the start of assembly. If drawings are amended with regard to the drawings seen at the time of placing the order, the additional costs associated with this are reserved. If delays or faults in the buyer's work or service result in additional costs for dol-sensors a/s compared with those calculated at the time of order confirmation, such additional costs are paid in cash on the basis of an invoice, as the buyer has to pay agreed instalments to the original maturity date. Until assembly by dol-sensors a/s is completed and the order has been delivered and paid for, the buyer must take out normal commercial insurance which covers loss and damage for whatever reason, ensuring that dol-sensors a/s is directly insured in accordance with the policy. If such insurance is not taken out by the buyer, dol-sensors a/s must nevertheless be in the same position as if the insurance had been taken out.

**Delivery and shipment:** The agreed delivery times presuppose that dol-sensors a/s has received all the necessary information, drawings, etc. required for completing the order in good time. Unless otherwise agreed, the risk passes to the buyer, according to EXW dol-sensors a/s production sites Incoterms© 2010. If the buyer does not collect the goods at the agreed time and place, dol-sensors a/s reserves the right to invoice the buyer for the additional handling and storage cost incurred by dol-sensors a/s. Shipping takes place on the account and risk of the buyer and the buyer is under obligation to take out the required transport insurance, unless otherwise agreed in the individual case. All the indicated delivery times are estimated and any exceeding of the delivery time does not entitle the buyer to cancel an order. Reservations apply with regard to war, fire, strike, lockouts, transport disruptions and force majeure. Other circumstances such as lack of

manpower, delays by sub-contractors, or similar events which mean that dol-sensors a/s cannot effect the order or that it is delayed, exempts dol-sensors a/s from the delivery obligation and liability to pay compensation. No compensation of any kind is granted in the event of delayed delivery; unless this is accepted in writing in individual cases by dol-sensors a/s. dol-sensors a/s is entitled to make partial deliveries.

**Retention of title:** The delivered goods and services remain the property of dol-sensors a/s until payment for the entire delivery has taken place.

**Returned goods:** Returned goods are only accepted after prior agreement and only within 30 days of the date of delivery for new and undamaged standard goods with a deduction of minimum 15% of the invoice price and return expenses. Return of special goods is not accepted under any circumstances.

**Complaints:** Complaints must be submitted within eight (8) days of receipt of the goods or invoice. dol-sensors a/s is entitled to redress or redelivery of faulty goods. Defective parts are sent to dol-sensors a/s at the expense of the buyer. Replacement parts are delivered at the expense of dol-sensors a/s. Apart from delivering replacement parts, dol-sensors a/s assumes no other obligations in connection with the replacement. For deliveries of installations, machines, and apparatus, dol-sensors a/s grants the buyer a 24-month warranty as of despatch of the equipment, or if dol-sensors a/s carries out assembly; from the date of delivery, on condition that the detected defect is demonstrably due to a fault on the part of dol-sensors a/s or the company's personnel. For parts purchase from sub-contractor warranties only apply to the extent the complaint is accepted by the sub-contractor. Apart from the above, dol-sensors a/s is not liable for the consequences of detected faults and thus cannot be held responsible for damage to property. Furthermore dol-sensors a/s is not liable for indirect loss e.g. loss of time, loss of profit, loss of production, operating losses, other indirect losses or other losses which may occur as a result of the defect or the inconveniences that arise in connection with rectification of the fault.

**Warranty exclusions:** In the case of damage or defects due to wear, inappropriate or careless use, overloading, incorrect assembly, lack of maintenance, or non-observance of the operating instructions, the warranty does not apply. The warranty also does not cover damage caused by external factors such as lightning strike, water and fire damage, and damage due to transportation.

The warranty lapses if the serial number of the unit is removed, if the unit is altered or modified by the buyer, or if original dol-sensors a/s spare parts are not used for repair of the unit.

**Supplier liability:** For personal injury proven to be solely due to incorrect design, production, or assembly by dol-sensors a/s, law no. 371 of 7th June 1989 on product liability applies. Without special agreement in each case, dol-sensors a/s products must not be sold on for non-commercial use. With regard to material damage, compensation is only paid if it is proven that the damage was caused through negligence on the part of dol-sensors a/s in connection with design, production, monitoring of sub-contractors, or assembly. For electronically-controlled equipment of any kind, it is also a condition for liability that such equipment is fitted with an alarm system manufactured or approved by dol-sensors a/s which is correctly installed, maintained, and undergoes periodic, documented testing in accordance with the directions for use applicable for the alarm system. dol-sensors a/s's liability only includes direct material damage and does not cover loss of earnings, operational losses, and other indirect losses. For damage caused by equipment that is modified, replaced, or used for purposes other than what the equipment was originally delivered for, dol-sensors a/s is only liable if the change was carried out or approved by dol-sensors a/s. Any liability on the part of dol-sensors a/s lapses if the sold equipment is exported from the country to which it was originally sold. Insofar as dol-sensors a/s is subject to product liability vis-à-vis third parties, the buyer must indemnify dol-sensors a/s to the same extent that dol-sensors a/s's liability is limited. If a third party makes a claim for damages against one of the parties, this party must immediately inform the other party thereof. dol-sensors a/s and the buyer are mutually bound to submit to legal proceedings at the court which deals with claims for damages made against either party on account of damage or loss allegedly caused by the delivered equipment.

**Payment conditions:** Payment must be made before despatch of the goods as defined in the order confirmation, unless otherwise indicated in the order confirmation. In the event of infringement of the payment conditions, dol-sensors a/s reserves the right to suspend further deliveries. Additionally, in the event of infringement, interest amounting to 1.5% per started month is charged. Other forms of payment are only accepted after written agreement with dol-sensors a/s.

**Governing Law and Dispute Resolution:** The agreement shall be subject to the substantive laws of Denmark. Any dispute, controversy, or difference in relation to or in connection with the agreement shall be submitted to the final and exclusive jurisdiction of the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Institute and in force at the time when such proceedings are commenced. The arbitration shall be held in Aarhus, Denmark, and be conducted in English.

**Concluding provisions:** If one or more of the above provisions is invalid or is judicially overruled, this does not affect the validity of the other provisions in the above sale and delivery conditions of dol-sensors a/s.