

## **Standard terms and conditions for trade with 4PT ApS (CVR 41141549) concerning delivery of goods.**

***Current conditions for the delivery of goods apply until changed by 4PT ApS. We assume no responsibility for printing or other errors.***

These terms and conditions apply while there has been no other written agreement made between 4PT 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 4PT, unless 4PT has accepted them in writing.

### **1. Offer, acceptance, and order confirmation**

If a written offer is sent, it is only binding for 4PT if it is accepted within the deadline mentioned in the offer. Should 4PT 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 4PT within 8 days of receipt. If this does not happen, 4PT 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 4PT.

### **3. Terms of ownership**

4PT 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 4PT.

### **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. 4PT is entitled to change the prices on the day of delivery in accordance with changes in conditions that lie outside of 4PT 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, 4PT 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 4PT. 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. 4PT is entitled to delay the approximate delivery time, should this postponement be necessary due to conditions out of 4PT's control. 4PT 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 4PT 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 4PT.

### **8. Warranty on Returns/RMA**

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 4PT after receiving an RMA no. at the customer's own cost and risk. 4PT recommends that the product be shipped in its original packaging. 4PT will pay the return delivery costs of the repaired product. Defects that may arise because 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. 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 4PT's delivered products is charged according to time spent. The original invoice is the valid proof of warranty.

### **9. Product Liability**

4PT shall be liable for damages to products and damages to third parties caused by products according to current product liability laws in EU and these conditions. Both parties shall have sufficient product liability insurance. 4PT shall not be liable for indirect losses and pure financial losses, lost profit, or other consequential economic losses.

The 4PT shall not be liable for damages caused by negligence of his contracting party or a third party and not for damages caused using the product for other purposes than it is intended to. 4PT shall not be liable for damages caused by raw materials, designs of work methods instructed by the purchaser. 4PT's contracting party is to limit his own liability accordingly in his own terms of sale. 4PT accepts no responsibility beyond what is stated in these terms and conditions. 4PT enters into all agreements under Danish law and the laws of EU. Liability is only waived to the extent that it does not conflict with mandatory legislation.

### **10. warranty**

The buyer is obliged to check the product immediately upon receipt. Complaints should be made in writing immediately after receipt or, if regarding a less noticeable defect, immediately after this has been or should have been detected. If the buyer has not reported to 4PT within 12 months of the delivery of the item that he would like to issue a complaint about an omission or defect, he cannot make a complaint, unless 4PT has undertaken to guarantee the item for a longer period. Under no circumstances, referring either directly or indirectly to the delivered item(s), its use or 4PT's services, shall 4PT 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. If 4PT 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.

### **10. 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.

### **11. Copyright and property rights.**

The buyer does not acquire any copyright of any products either partially or wholly developed by 4PT. The buyer does not acquire any property rights to any software, source code, documentation or similar.

### **12. 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.

### **13. 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.