

## Sales and Delivery Terms

These Sales and Delivery Terms (hereafter: terms) are translated from the Danish "almindelige salgs- og leveringbetingelser". If there are any discrepancies between the Danish and English text, the Danish version of the terms are valid.

The Sales and Delivery Terms include a number of paragraphs where the Customer is placed differently than in the Danish Sale of Goods Act.

Paragraphs that should be considered especially are:

3. Offers, Orders and Order confirmations
5. Conditions of Stocking
7. Delivery, Delivery dates and Risk transferal
9. Retention of Title
10. Warranty and Reclamations
13. Liability disclaimer and Liability restrictions
15. Force Majeure

The Customer is encouraged to read the sales and delivery terms prior to final order acceptance.

### 1. Use

The terms are valid for all sales of products and services, hereafter named "Products" from Radiocom Danmark A/S, VAT number DK24227901 (hereafter: Radiocom), unless otherwise stated.

### 2. Conditions of Agreement

Together with Radiocom's order confirmation, the Sales and Delivery Terms constitute the complete conditions of agreement between the parties, unless Radiocom specifically and in writing, accepts other conditions, such as the Customers purchasing conditions or other special conditions as part of the conditions of agreement.

Later amendments to the order, terms or other conditions are only considered valid if the parties has confirmed this in writing.

Regarding public tenders or similar sales, the material provided by the public offeree is used as the conditions of agreement. Radiocom's terms are only complementary where there is need for distinctions or where the public tender material is insufficient.

### 3. Offers, Orders and Order confirmations

Unless otherwise confirmed in writing, offers from Radiocom is valid for 5 working days from the date on the offer. Radiocom is bound by the offer when the Customer, in writing, has accepted the offer within the time limit.

Radiocom is reserved the right to prior sale, whereas offers can expire before final confirmation is made.

If the order confirmation diverge from the Customers order by additions, reductions or restrictions, and the Customer is unwilling to accept these, the Customer should within 8 working days inform Radiocom of this. If not, the Customer is considered to have accepted the order confirmation.

### 4. Cancellation of Orders

The order binding when the Customer has accepted an offer or when Radiocom has sent the order confirmation to the Customer.

The Customer can hereafter only cancel the order if Radiocom accepts this. Radiocom is entitled to invoice a cancellation fee of 15% of the total value of the order.

### 5. Conditions of Stocking

Offers made by Radiocom regarding Products that has not specifically been declared as being in stock, is made on the condition that there are no changes regarding conditions of import and export of goods or other changes beyond Radiocom's control that majorly affects the delivery of the Products.

If such circumstances occur, Radiocom reserves the right to withdraw the offer. In such cases, the Customer has no right to claim damages from Radiocom.

### 6. Technical Information etc.

Unless Radiocom, in writing, guarantees a specific functionality, it is the Customer who select the Product and therefore the Customer who is responsible for the sought for result and functionality as well as that the Product is functional in the Customers operational environment.

Material such as, but not limited to, product information, illustrations, drawings and technical specifications such as volume, load capacity, performance, operational time, response

time in the product descriptions, brochures, PowerPoint presentations and so forth on Radiocom's webpage etc. should be considered indicative and is based on the producer's information, unless otherwise stated.

If the Customer is in doubt if a product fulfils a required functionality the Customer is encouraged to seek guidance from Radiocom or the producer before final order is made.

### 7. Delivery, Delivery dates and Risk transferal

Radiocom's standard terms of delivery is FCA (INCOTERMS 2010), where the Products is considered to be delivered once the Products has been transferred onto the carrier. Any damage or missing deliveries after the goods has been handed over to the carrier must be handled by the customer promptly with the carrier.

The date of delivery noted on Radiocom's offers and order confirmations are estimated delivery dates. The Customer can therefore not claim damages if Radiocom delivers the Products after the estimated delivery date.

If nothing else is stated, Radiocom is entitled to deliver Products before estimated delivery date.

If a delivery date, in writing, is explicitly agreed upon and fixed, Radiocom can postpone the delivery if the Customer wishes to amend the configuration, the functional requirement specifications or other similar amendments. Radiocom can also postpone the delivery if situations described in paragraph 15 occurs. In these instances, the Customer will as soon as possible receive a new delivery date.

If the customer cancel a delivery agreement based on delays, the Customer is only entitled to receive the return of any prepayments made. The Customer is hence not entitled to any form of compensation or other damages due to missing or delayed deliveries.

If delivery of the Products cannot be fulfilled, due to the Customers conditions, the Products will be kept at Radiocom's premises at the buyers risk and expense. Radiocom is entitled to invoice the Customer for warehouse fees and other related costs.

### 8. Terms of Payment

If there is no terms of payment stated on the invoice, payment should be made when Products are delivered. Radiocom has the right to charge fees and interest on arrears in accordance with the Danish Interest Act.

If the Customer wishes to receive invoices by post (paper format) an administration fee of 30 DKK ex postage and VAT will be charged per invoice sent. If the Customer wishes to receive invoices by email or electronically to a Danish EDI no. the Customer should inform Radiocom of this. Invoices sent by email or to a Danish EDI no. is not subject to the administration fee.

The Customer cannot make deductions to the purchase price for demands from other legal relations. Nor can the Customer refuse payment on the grounds of delay, complaint or counterclaims for the Products delivered.

#### 9. Retention of Title

**Radiocom reserves the right of ownership to the delivered Products until complete payment, including payment of fees and interests on arrears has been paid in full.**

#### 10. Warranty and Reclamations

The Customer is entitled the same warranty conditions as Radiocom receives from its supplier. The Customer should note that these conditions could be more restrictive than otherwise stated in the Sales and Delivery Terms and the Danish Sale of Goods Act.

If the Customer wishes information regarding the warranty of a specific Product the Customer should contact Radiocom or the producer directly.

The Customer is obligated to inspect the goods immediately once received. If there are deficiencies that should have been observed at this initial inspection, that are not reported in a timely fashion, the right to make claims on these matters are surpassed.

Unless the issue is regarding faults due to loss or damage during shipment, see paragraph 7, the Customer should no later than 3 working days after receiving the Products inform Radiocom, in writing, what Products are missing or faulty. The information should be sent to [salg@radiocom.dk](mailto:salg@radiocom.dk).

If Radiocom is not informed within the mentioned time limit, the rights to any damages are surpassed. With regard to hidden defects, the time limit is extended

to 3 months after receiving the Products. After this period, the Customer cannot make claims regarding any type of defects or missing Products unless the producer of the Products has given Radiocom better conditions.

Radiocom will, if possible, remedy the faults or make a re-delivery if the Customer observes and informs Radiocom of this within the time limit.

If Radiocom are to make remedies, the Customer is responsible for delivering the Products to Radiocom. If the Customer wishes Radiocom to remedy the Products on the Customer's premises, this can be agreed upon, however, Radiocom is entitled to invoice extra expenses such as transportation, extra time spent and other related costs.

If the remedies made is concluded to be due to the Customer's wrongful use or handling of the Products, the entire cost of time and material spent will be invoiced.

#### 11. Software

Software delivered by Radiocom is subject to specific licence terms. These terms normally constitutes a direct legal relationship between the Customer and the licensee, Radiocom is in these instances only the supplier of given software.

Unless Radiocom has itself programmed the software, Radiocom is not responsible for any deficiencies in the software, and the Customer should therefore contact the licensee directly.

#### 12. Product Liability

Radiocom is liable under the provisions of the Danish Product Liability Act, which cannot be deviated from by agreement. Radiocom disclaims responsibilities for product damage on any other basis. The amount of product liability cannot exceed the coverage by Radiocom's product liability insurance.

#### 13. Liability disclaimer and Liability restrictions

Radiocom is not liable, on whatever grounds the claim is made, regardless of the degree of negligence, for indirect or consequential damages.

Indirect and consequential damages could be, but is not limited to, loss of revenue, - profits, - goodwill, - anticipated savings and - data as well as costs to replace and redeem these.

Radiocom's total liability for direct loss cannot exceed the amount paid by the Customer for the deficient Product, and Radiocom's total liability in amount will not exceed 1.000.000 DKK.

#### 14. Returned goods

Returned Products will only be accepted if a written agreement of this, prior to return has been made. Products should be returned in unopened original packaging and reference to the invoice number should be made.

For the general return policy and document for RMA, go to [www.radiocom.dk](http://www.radiocom.dk).

When issuing a credit note for returned goods, Radiocom is entitled to deduct a return fee of 15% of the returned Products value.

#### 15. Force Majeure

Radiocom is not liable to the Customer if deliveries are delayed or missing, or if Products are deficient due to Force Majeure or circumstances similar to Force Majeure after the conclusion of the contract and this has a direct effect upon Radiocom's ability to deliver the Products.

Such situations could be, but are not limited to, war and mobilization of war, terrorism, natural disasters, riots and civil commotions, strikes and lockouts, product shortages, missing or delayed deliveries from subcontractors, fire, lack of transportation possibilities, currency restrictions, import and export restrictions, deaths, illnesses and resignations of key employees at Radiocom or its suppliers, computer viruses or other circumstances beyond Radiocom's control.

In cases of Force Majeure or situations similar to Force Majeure Radiocom is entitled to defer deliveries until the hindrance to comply had ceased, alternatively Radiocom can freely and without damages cancel the agreement partly or in its entirety.

#### 16. Disputes

Any dispute between the parties shall be settled in Denmark, by the general courts in Glostrup, and under Danish law. The applicable law is Danish, and the legal language is Danish.

25<sup>th</sup> of September, 2017