



1. Validity

1.1 Sales and delivery conditions apply to all offers, sales and deliveries unless otherwise agreed in writing.

1.2 The buyer's own general conditions of purchase, even if they are a component of the buyer's purchasing documents, including acceptance of purchase, will not be considered. This applies regardless of when these are presented or not.

2. Offer, order confirmations and invoices

2.1 Final agreement is only concluded when the buyer receives written confirmation from COMM2IG explicitly labeled as such or invoice. Only the content of these confirmations is binding on COMM2IG.

2.2 Catalogues, brochures, price lists, etc. and information on a product's dimensions, weight and characteristics should be obtained by the buyer before ordering the item. Such information is indicative only and is only binding on COMM2IG when expressly stated on the order confirmation or invoice. COMM2IG is solely liable for errors or defects in supplied written material if the buyer has complained of such errors or defects immediately after delivery and prior to use. Written notice must be given no later than 5 working days after delivery.

3. Prices

3.1 All sales are at the agreed prices according to the order confirmation or invoice.

3.2 Prices are ex warehouse unless otherwise agreed in writing. All prices are excl. VAT, freight, customs duties, taxes and other charges unless otherwise noted.

3.3 Up until the time when the buyer's acceptance of COMM2IG's offer reaches COMM2IG, COMM2IG can change the prices offered, by notice to the buyer. If prices for the offered goods change due to changes in COMM2IG's purchase prices, exchange rates and the like, COMM2IG - regardless of the buyer's previous acceptance of COMM2IG's offer - is entitled to charge a higher price. COMM2IG must inform the buyer of the adjusted price without undue delay. COMM2IG's notice of such corrected price is considered a new offer since the original bid and the original acceptance have lapsed.

3.4 Changes to public fees of any kind, including import and export taxes, duties and taxes that occur after COMM2IG's order confirmation are beyond COMM2IG's sphere of influence and therefore must be borne by the buyer.

3.5 Buyer pays cost of the transport of its goods.

4. Payment

4.1 Payment must be made no later than the payment due date on the order confirmation or invoice.

4.2 If a due date is not specified, payment must be made by prepayment.

4.3 If the buyer receives regular deliveries from COMM2IG, then COMM2IG is entitled to invoice the

buyer on account monthly in advance. The invoice must refer to the Sales and Purchasing Agreement (SPA) between the buyer and COMM2IG.

4.4 If delivery is delayed due to circumstances of the buyer, the buyer - unless COMM2IG in writing informs otherwise - is required to make payment to COMM2IG, as if delivery had been made on time.

4.5 If payment is made after the due date or has not occurred by the due date, then COMM2IG is entitled to charge 2% interest on the amount due from the due date, per month.

4.6 The buyer is not entitled to offset any counterclaims against COMM2IG that are not acknowledged in writing by COMM2IG and is not entitled to withhold any part of the purchase amount because of counterclaims of any kind.

4.7 Failure to comply with COMM2IG's payment conditions is a material breach, entitling COMM2IG to stop further deliveries and to demand any amount due or not overdue, to be paid immediately.

4.8 If the buyer does not meet the payment terms, COMM2IG is entitled to change without notice the buyer's payment terms for other deliveries. COMM2IG is entitled to demand payment in advance or cash-on-delivery. If the buyer's financial circumstances change, COMM2IG is entitled to reassess them and, if necessary, change without notice the buyer's payment terms for future deliveries.

5. Reservation

5.1 COMM2IG retains title to the goods delivered in every respect. A delivered item thus remains COMM2IG's property until the entire purchase amount, plus accrued costs and any other demands resulting from the business relationship are paid by the buyer.

6. Delivery

6.1 Delivery takes place on surrender to the first transport company in terms of shipment to the buyer or, where the buyer collects goods when the goods are made available for pick-up on COMM2IG's business premises / warehouse. The risk of the purchased goods passes to the buyer upon delivery. In the event that COMM2IG is unable to deliver on time because of the buyer, the risk of the goods passes to the buyer once the buyer has been notified of this fact, and the goods are put forth to the buyer by COMM2IG.

6.2 The delivery date stated on the invoice is binding on COMM2IG, unless subsequently agreed with the buyer. Unless otherwise agreed in writing, a postponement of the delivery time up to 15 days is in every respect a timely delivery; the buyer is not for this reason entitled to exercise powers against COMM2IG. COMM2IG shall without delay notify the buyer of changes in delivery time.

6.3 The buyer is obliged to check the delivered items upon receipt of them.

6.4 The buyer is responsible for making its staff available to unload the delivered goods.



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6.5 Any charges by COMM2IG's transport partner for any time waiting for buyer to unload at the delivery location are charged to the buyer. The buyer must also cover the costs caused by the buyer's failure to receive the goods at the agreed delivery time.

6.6 If delivery by COMM2IG is delayed due to causes outlined in section 8 ("Force majeure"), the the delivery date is postponed until it reasonably can be fulfilled, although both parties are entitled without liability to cancel the order once the delay has lasted for more than two months. This provision applies regardless if the reason for the delay occurs before or after the expiry of the agreed delivery time.

6.7 COMM2IG must in such cases immediately inform the buyer of change of the delivery time.

7. Delay

7.1 COMM2IG has no liability for delays, and the buyer has no right to compensation of any kind in connection with a delay up to 15 days from the scheduled date of delivery. COMM2IG is not responsible for buyer's eventual loss, whether direct or indirect, including loss of profits or other consequential economic loss.

8. Force majeure

8.1 COMM2IG is not liable for failure to meet its obligations, nor is it liable to the buyer for losses due to circumstances of an unusual nature which prevent, obstruct or increase the cost of performance of the contract and are beyond COMM2IG's control, such as industrial disputes (strikes and lockouts), fire, war, riot, civil disturbances, weather and natural disasters, public seizure, import or export bans, interruption of normal communications, or energy supply net; significant price and / or tax increases, currency fluctuations, production and supply difficulties.

8.2 Force majeure clause in section 8.1. is valid whether the obstacles to fulfillment hit COMM2IG or one of COMM2IG's chosen subcontractors or transport partners.

9. Defects and complaints

9.1 The buyer must immediately - and prior to use - make a qualitative and quantitative examination of the delivered goods.

9.2 If the buyer wants to plead a qualitative or quantitative defect, the buyer no later than 5 working days after the delivery and thus when the examination of the goods should have been conducted, must give COMM2IG written notice stating where shortages exist. If the buyer has or should have discovered the shortage and the buyer does not complain as stated, then the buyer cannot later claim the shortage. Changes or alterations in the sold goods without COMM2IG's consent releases COMM2IG of any liability or obligation.

9.3 Should the delivered goods prove to be faulty or missing on account of COMM2IG, and if the buyer has informed COMM2IG on time, then COMM2IG has choice to adjust, repair or replace goods within a reasonable time.

9.4 Buyer shall upon return of the goods follow COMM2IG's instructions on shipping method. Returns are at the buyer's risk and expense.

9.5 COMM2IG assumes no responsibility for any loss in case of faulty deliverables, besides described in section 9.3 above. In case of defects, the buyer has no right to compensation for damages of any kind; hereunder any loss, whether direct or indirect, including loss of profits and other consequential economic loss.

9.6 The buyer immediately upon receipt of defective goods must in writing make any complaints regarding transport damage to the transport company. If the damage could not be detected upon receipt of goods, then the buyer must within 5 working days after receiving goods, notify COMM2IG in writing of the grievance.

9.7 If there are deficiencies in goods that are part of a larger COMM2IG delivery, the buyer is only entitled to claim breach of contract for the defective part. The buyer is obliged to fulfill the agreement with COMM2IG in regard to the non-defective part of the delivery, including paying the purchase price. Failure of the buyer to meet its obligation is considered a material breach, entitling COMM2IG to claim breach of contract.

9.8 COMM2IG's liability for product defects is limited to defects which appear within one year from the day the goods were delivered.

9.9 If the buyer has announced in accordance with clause 10.2, and there is no shortage or defect for which COMM2IG is responsible, then COMM2IG has right to compensation for the work and the cost incurred.

9.10 COMM2IG accepts no responsibility for losses beyond that in the section 9.3, stated in relation to the services that COMM2IG's consultants might have provided to the buyer, including the implementation of hardware and software. The buyer has no right to compensation of any kind as a result of these services. COMM2IG is not responsible for any loss, whether direct or indirect, including loss of profits and other consequential economic loss. Likewise, COMM2IG is not responsible for any eventual data loss to the buyer that is due to breakdowns or the like, and COMM2IG is not responsible for the buyer's other IT equipment, such as hardware, software, networks, firewalls, etc.

10. Cancellations and changes to orders

10.1 Any cancellation or modification of an order, including change of specification, quantity and delivery time can only be made by written agreement with COMM2IG on a case by case basis.

10.2 Eventual cancellation or change costs are fully covered by the buyer. These are calculated case by case.

11. Returns

11.1 Goods for return by COMM2IG will only be accepted by prior agreement in each case. In any case, the desire of the buyer to return the item must be



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communicated to COMM2IG within 5 working days from receipt of goods.

11.2 If there is an agreement regarding the return of goods, the buyer will pay all the costs of returning goods, and the risk for the goods remains with the buyer until COMM2IG has confirmed that the returned goods are received free of defects.

11.3 Returned goods must be unused, free of dirt and defects, and intact in the original packaging. Payment for returned goods is agreed in writing in each case. If the product packaging bears stickers by the buyer or there is written / drawn on the packaging, then the return is automatically rejected.

11.4 Returned goods shall be in accordance with instructions from COMM2IG. If not, COMM2IG reserves the right to charge a return fee equivalent to the loss of value plus handling costs of goods.

11.5 Goods can only be returned if a corresponding RMA form prepared by COMM2IG has been completed.

12. Warranty

12.1 COMM2IG does not provide a warranty of goods supplied. Warranty in the purchase agreement, or otherwise mention of manufacturer's warranty for a product is only considered a disclosure of the manufacturer's guarantee; no claims may be made by buyer on COMM2IG under the manufacturer's guarantee statement.

12.2 Warranty is valid only if the warranty declaration conditions are met, usage, installation and use instructions have been followed.

12.3 Unless otherwise agreed, the product is covered by one-year warranty.

13. Product liability

13.1 COMM2IG's product liability is limited as indicated in the following provisions, unless otherwise provided by Danish law.

13.2 COMM2IG's product liability is limited to personal injury and limited to cases where the buyer proves that the damage occurred as a result of COMM2IG's gross negligence.

13.3 COMM2IG is not responsible for damage to the buyer's personal property or real estate, like COMM2IG is not liable for damage to products manufactured by the buyer, or products in which the COMM2IG supplied goods are included or incorporated.

13.4 In no case is COMM2IG responsible for buyer's or third party's direct or indirect loss, including loss of profits and other consequential economic loss.

13.5 If COMM2IG incurs a standalone product liability to third parties for goods that COMM2IG delivered to the buyer, the buyer is obliged to limit COMM2IG's liability to the same extent as COMM2IG's responsibility towards the buyer is limited under the present Agreement.

13.6 Any non-statutory product liability under Danish law, is expressly disclaimed.

13.7 COMM2IG's independent liability for damages can never exceed kr. 5,000,000.

14. Governing Law and Jurisdiction

14.1 Disputes between the parties shall be settled in accordance with Danish law, excluding law rules that would refer the dispute to another country's jurisdiction. The International Sale of Goods law (in Danish Købeloven) shall not apply between the parties.

14.2 All disputes shall be settled by the ordinary courts of the jurisdiction where COMM2IG is established.

14.3 The Parties may agree instead to have the dispute processed by arbitration in accordance with the then-current law on arbitration in Denmark. If COMM2IG uses its right to refer the matter to arbitration, COMM2IG will inform the buyer in writing within five working days after having received notification of a filed complaint by the buyer.