



SALES AND DELIVERY TERMS OF TEMedic ApS

1. GENERAL TERMS

1.1 These 'Sales and Delivery Terms' shall apply to all sale and delivery by TEMedic ApS, unless otherwise agreed in writing between the Parties.

1.2 The Buyer's terms of purchasing, as they may be specified in the Buyer's general purchasing terms; in the Buyer's purchase order; at the Buyer's website, or the like, will not apply to any delivery made by TEMedic ApS, unless expressly accepted in writing by TEMedic ApS.

1.3 In case of discrepancies between these 'Sales and Delivery Terms' and specific agreed terms between the Parties, the more specific conditions will prevail.

2. DEFINITIONS

2.1 *Products* – Systems, products, spare parts, services, etc. sold by TEMedic ApS will in these Sales and Delivery terms be named as "Products".

3. ORDER CONFIRMATION

3.1 Order Confirmation is including that the order will lapse if the object is sold to another or transaction in the light of changes that the hospital is responsible, cannot be implemented - including as a result of significant bursting assumptions.

4. PAYMENT TERMS

4.1 Terms of payment shall be as set out in the Order Confirmation.

4.2 If payment is not made and received by TEMedic ApS at due date as the latest, TEMedic ApS charge interest on the amount outstanding at the time in question at a rate of 1 % per commenced month from the date of invoice.

4.3 The Buyer shall not be entitled to withhold any payment or set-off any payment against any alleged outstanding claim on TEMedic ApS, not approved by TEMedic ApS.

4.4 Products not collected due to delayed payment will be stored and insured at the costs of the Buyer, until final payment has been received by TEMedic ApS and the Products can be released.

5. DELIVERY TERMS

5.1 All Products are delivered EXW, and EXW are to be interpreted according to the latest version of INCOTERMS, as published by the International Chamber of Commerce in Paris, France, at the time of TEMedic ApS' Order Confirmation.

5.2 Upon specific agreement, TEMedic ApS can be of assistance in arranging packing, labeling and distribution of the Product at the cost and responsibility of the Buyer.

6. DELAYS

6.1 The Buyer accepts that delays may occur due to force Majeure or Hospital/owner postponed deadline.

6.2 TEMedic ApS are not in any way to be held liable for any delays beyond the influence of TEMedic ApS (as, but not exclusively: force majeure situations and Hospital/prior owner postponed deadline.

6.3 Delays do not entitle the Buyer to cancel the order or to be compensated in any way.



7. ORDER CANCELLATION

7.1 In case of order cancellation by the Buyer, TEMedic ApS is entitled to compensation. The compensation is calculated as follows: 1-10 business days before delivery 30% of the sales price.

8. INSPECTION

8.1 All Products of TEMedic ApS are sold as is, why the Buyer is urged to inspect the Products during the agreed inspection period.

8.2 All inspections are to be agreed with TEMedic ApS prior to inspection.

1. **Warranties** - TEM guaranties that the Products was fully operational at de-installation. Additionally, TEM guaranties the Products are under no any encumbrances, licenses and fees. TEM has the right to sell the Products.

9. RETENTION OF TITLE

9.1 The Products shall remain the property of TEMedic ApS until full payment has been received, and all other sums due are paid. The retention of title of Products shall pass from TEMedic ApS upon such title passing to the Buyer's customers, but only in the manner admitted in clause 9.2.

9.2 Until such time as the title of the Products has passed to the Buyer, the Buyer shall upon receipt of the Products:

- (a) hold such Products on a fiduciary basis as the depository of TEMedic ApS and shall insure the Products as the property of TEMedic ApS and shall store and mark the Products in such a way that they are readily identifiable as the property of TEMedic ApS, and shall hold the proceeds of such insurance on trust for TEMedic ApS.
- (b) not pledge or allow any encumbrance, lien, charge or other interest to arise or be created over the Products
- (c) not dispose of or deal with the Products or any documents of title relating to them or any interest in them

Except that the Buyer may on the Buyer's own account use and sell the Products to the Buyer's usual type of customers in the ordinary course of the Buyer's trade, provided that the Buyer's right to use or sell the Products shall automatically cease upon the occurrence of an insolvency event.

9.3 If a payment becomes overdue; the Buyer is in breach of any of his other obligations to TEMedic ApS; an insolvency event occurs; or TEMedic ApS reasonably expects that an insolvency event is about to occur:

- (a) TEMedic ApS may by written notice terminate the Buyer's right (if still subsisting) to use or sell the Products; and
- (b) TEMedic ApS shall be entitled upon demand to the immediate return of all Products which remain in the ownership of TEMedic ApS, and the Buyer irrevocably authorize TEMedic ApS to recover such Products and any documentation relating to them and for that purpose, to enter any place. The Buyer shall take all reasonable steps to help TEMedic ApS recover them. Recovery by TEMedic ApS of the Products shall not of itself cancel the Buyer's liability to pay the whole or balance of the price for the Products or any other rights of TEMedic ApS.

9.4 Insolvency event means the Buyer has any order, proceeding, appointment or other step taken or made by or in respect of the Buyer for any composition or arrangement with creditors generally, winding-up, dissolution, administration, receivership or bankruptcy, or any similar event occurs in any jurisdiction in which the Buyer is incorporated, resident or carry on business.

10. LIMITATION OF LIABILITY

10.1 TEMedic ApS is liable pursuant to the general rules of Danish law for imperfect goods. However, TEMedic ApS cannot under no circumstances be held liable for more than the direct loss suffered by the Buyer. Thus, TEMedic ApS shall not be held liable for losses on operations, loss of time, loss of earnings, or any other indirect loss.

10.2 TEMedic ApS' liability for any loss or damage shall be limited to the amount paid by the Buyer for the Product, on which the claim is based.



11. FORCE MAJEURE

11.1 The following circumstances shall imply exemption from liability on TEMedic ApS, when such circumstances occur after the Buyer has received the Order Confirmation and the circumstances obstruct, postpone or render the fulfillment of the agreement disproportionately costly:

War, riots, civil disorder, strikes, walk-outs, blockades or lock-outs (whether TEMedic ApS is a party thereto or the cause of such conflicts or not), in case of fire, natural disasters, shortage of means of transport or transport accidents, currency restrictions, ban on imports or exports, operational failure or other shut-down of operations or a similar situation causing a disability for TEMedic ApS. The list is not exhaustive.

11.2 The Party, for whom the impossibility to fulfill its obligations under the terms of the Order, shall advise the other Party immediately of the occurrence mentioned above. Within 14 (fourteen) calendar days after the beginning of the incident, the Party shall forward evidence of the incidence provided by the country's Competent Government Authorities where the incident occurs.

11.3 If the circumstances proceed for more than 10 (ten) weeks, each Party shall be entitled to cancel the order or part of the order, without this being considered a breach of contract. None of the Parties shall have the right to claim compensation of possible losses from the other Party.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The sale of Products hereunder does not convey any license whatsoever to any intellectual property right of TEMedic ApS, including its trademarks and names.

13. PRODUCT LIABILITY

13.1 TEMedic ApS' product liability shall be limited to the widest extent possible under applicable law.

13.2 Without any unnecessary delay, the Buyer shall inform TEMedic ApS in writing, if the Buyer learns of circumstances that may justify product liability on TEMedic ApS.

13.3 The Buyer shall be under the obligation to accept a legal action brought against him at the same forum, which may be processing an action against TEMedic ApS regarding product liability. TEMedic ApS shall, however, be entitled to decide that the internal relationship between the Buyer and TEMedic ApS shall be settled in accordance with clause 14.

14. JURISDICTION AND APPLICABLE LAW

14.1 Any dispute arising out of or relating to the Parties' agreement, including these general conditions of sale and delivery and questions of product liability shall be settled in accordance with Danish law.

14.2 TEMedic ApS' venue shall be the District Court of Aalborg, Denmark. TEMedic ApS shall nevertheless always be entitled in lieu hereof to bring an action against the Buyer at the Buyer's venue. Furthermore, TEMedic ApS shall be entitled to request a dispute to be settled by arbitration arranged by Danish Arbitration in accordance with the rules of arbitration procedure adopted by Danish Arbitration and in force at the time when such proceedings are commenced. The arbitration tribunal shall be domiciled in Copenhagen and the proceeding be conducted in English. This clause 14.2 shall not, however, prevent either party from seeking interlocutory remedies such as the requesting of an injunction, attachment, etc.

15. SEVERABILITY

15.1 If any provision(s) of these terms is/are finally determined to be invalid or unenforceable, the balance of these conditions shall remain in effect. In this case the provision(s) must be replaced by such valid and enforceable provision(s) as will come as close to the purpose and legal position of the invalid or unenforceable provision(s) as possible.



TE Medic ApS
we keep good things going

14. WAIVER

14.1 Failure by TE Medic ApS to exercise or enforce any rights under these 'Sales and Delivery Terms' is not to be regarded as a waiver of any such right. Nor shall it delimit the possibility to exercise or enforce these at any time hereinafter.

