

1 General

- 1.1 These conditions shall apply to all sales by DANPHONE and are deemed to be accepted by the Purchaser upon acceptance of an offer from DANPHONE. Any variation from these conditions is valid only if agreed in writing by DANPHONE.

2 Formation of Contract

- 2.1 Offers from DANPHONE are valid for the period of time stated in the offer. Delivery times quoted are subject to relevant goods remaining unsold during such validity period.
- 2.2 If no delivery time is specified, the delivery time will be specified by DANPHONE after acceptance of the offer by the Purchaser.
- 2.3 Conditional offers comprise only the quantity of units and equipment actually quoted in the offer.
- 2.4 The Purchaser's written acceptance of the offer must be received by DANPHONE within the offer validity period, free of reservations or objections to the offer condition.
- 2.5 Design of radio systems is normally undertaken at DANPHONE's expense free of charge to the Purchaser. Special development work (if any) specific to the Purchaser's requirements, field strength tests, tracing sources of outside noise interference, etc. will normally be carried out at the Purchaser's expense.
- 2.6 The Purchaser is responsible, at its own expense, for obtaining licenses (if any) required for export from Denmark and the importation of the goods into any country of destination outside Denmark. This includes re-export or re-import. The Purchaser is solely responsible for all claims related to export control.
- 2.7 The Purchaser is responsible for compliance to local and EU laws and regulations on business conduct for the use of the offer.

3 Authority

- 3.1 No company, agent or distributor engaged by DANPHONE is authorised to make or offer any material deviation from an offer made by DANPHONE.

4 Export Control, Sanctions and Compliance with Rules

- 4.1 It is pointed out to the Purchaser that the products may be comprised by European and/or U.S. rules on export control, sanctions or other applicable rules and regulations on export (collectively: "the Rules"). The Purchaser guarantees to comply with all the Rules, and the Purchaser declares not to intend to sell, transfer or deliver, directly or indirectly, DANPHONE's products or parts of the products and appurtenant documents to persons or organizations against the Rules.
- 4.2 The Purchaser declares that neither the Purchaser nor the Purchaser's superiors, executive officers, legal entities or any other person/entity who has been involved in a transaction with DANPHONE as e.g. carrier, end customer, consultant, agent, is registered on any sanction list for the EU, the U.S. or any other countries.
- 4.3 The Purchaser declares not to be involved in any activities that may put DANPHONE at risk of any sanctions and fines in accordance with applicable law, including, but not limited to, rules on bribe, corruption, competition, anti-competitive activities and money laundering.
- 4.4 The Purchaser must compensate DANPHONE for and indemnify DANPHONE against any damage, obligation, sanction, fine and expense as a consequence of claims and legal proceedings arising due to any lack of compliance with this clause on the part of the Purchaser.
- 4.5 In the event that the order is aimed at further export, offer and order are subject to the authorities' export authorization. Final delivery date is dependent on the availability of the export authorization.
- 4.6 In the event that the Rules should be amended in such a way that it would be inconsistent with the Rules to carry out any duty to give notice and service obligations/spare part sale, DANPHONE must be exempt from any such obligations.

5 Prices

- 5.1 Prices included in catalogues, circulars, advertisements and price lists constitute an approximate guide and shall not be binding.

- 5.2 Prices in offers are binding only on acceptance of such offers in accordance with Clause 2.4 above.
- 5.3 Unless otherwise specified a quotation is valid for a period of 30 days from the date of the quotation.
- 5.4 Unless otherwise specified the prices are quoted Ex Works (Nørresundby, Denmark) according to Incoterms 2010 excluding packaging, customs, any type of taxes and duties. Packaging, freight and insurance are billed separately.
- 5.5 Where a delivery is postponed on instructions of the Purchaser, or due to reasons for which the Purchaser is responsible, DANPHONE reserves the right to invoice at the price valid on the actual date of delivery.

6 Delivery

- 6.1 Delivery takes effect according to Incoterms 2010 ex works.
- 6.2 The Purchaser must collect the goods from the stipulated DANPHONE works within 7 days of receiving notice from DANPHONE that the goods are ready for collection, failing this, then Clause 7.4 (below) will become effective.

7 Time of Delivery

- 7.1 Stated delivery times shall be subject to written agreement. Delivery periods shall begin on the date of DANPHONE's order confirmation, but not before clarification of all procedural details and any other prerequisites to be created by the Purchaser for proper completion of the contract. The same shall apply to delivery dates. The date of dispatch ex works shall be considered as the delivery date.
- 7.2 The indicated delivery times are approximate and are not contractually binding unless expressly stated otherwise. The Purchaser is not entitled to use any delays in delivery that may arise as grounds for cancelling the order and/or for claiming damages.
- 7.3 Any delays caused by lack of proper approval by public authorities, delays in work permits, import control, customs processing, local logistics or other requirements made by local authorities must be added to the planned time of post-delivery service & deadline, e.g. installation, commissioning, test and site acceptance.

- 7.4 In the event that the Purchaser has failed to fulfil its obligations at the date of delivery or refuse to accept delivery, DANPHONE is entitled to store goods from such date at the Purchaser's account. The goods will be deemed delivered and DANPHONE will be entitled to payment according to Clause 8 (below). For the avoidance of doubt it is hereby declared that the risk in the goods passes to the Purchaser at the originally agreed date of delivery.

8 Terms of Payment

- 8.1 Payment shall be made by the date stated on the order confirmation or on the invoice as the latest day of payment. If delivery is deferred due to the Purchaser's circumstances, the Purchaser is obliged to make any payment to DANPHONE as if delivery had taken place at the time agreed, unless the Purchaser has been informed otherwise by the DANPHONE in writing.
- 8.2 Unless otherwise specified the payment terms are PIA – Payment in advance.
- 8.3 If payment is made after the date on which it is due, DANPHONE is entitled to charge 2% interest on the actual outstanding debt from the date it is due, per fraction of a month. The Purchaser is not entitled to set off any counter demands against DANPHONE that have not been accepted in writing by DANPHONE and has no rights to withhold any part of the purchase price because of counter claims of any kind.
- 8.4 All goods sold remain the property of DANPHONE until payment has been received in full. A purchaser who purchases for the purpose of resale cannot pass title until full payment has been received by DANPHONE.

9 Inspection and Tests

- 9.1 All equipment is tested and inspected by DANPHONE prior to delivery.
- 9.2 If agreed at the time the contract is made, the Purchaser may participate in inspection and testing of completed system prior to delivery. Unless otherwise agreed in writing, such a test will take place during normal working hours and any extra costs involved will be payable by the Purchaser. Where the tests required by the Purchaser are more extensive than DANPHONE's normal technical inspection, the specifications of the required tests

must be approved by DANPHONE at the time the contract is made and DANPHONE has the right to charge separately therefore.

DANPHONE will give the Purchaser 14 days' notice of the time and place of test and/or inspection to permit the Purchaser's representative(s) to attend. If the Purchaser is not represented at the tests or inspection, the test or inspection report will be communicated to the Purchaser and shall be accepted as accurate by the Purchaser.

10 Installation

- 10.1 Unless otherwise specified the installation is not included in the price for the equipment.
- 10.2 Project management and installation supervision is under the control and management of DANPHONE in close co-ordination of the Purchaser.
- 10.3 Delays due to Purchaser planning, approvals or local conditions may increase the contract price and postpone the delivery date.

11 Warranty

- 11.1 If nothing else is stated the goods are supplied as new by DANPHONE and covered by warranty for a period of 12 months from the delivery date or (as the case may be) from the date of deemed delivery pursuant to Clause 7.4 above.
- 11.2 Simultaneously with any complaint, the Purchaser is obliged to forward documentation for time of delivery/delivery date (taking-over) to DANPHONE with regard to the service/product that the complaint concerns.
- 11.3 This warranty covers defects that can be proven to result from faulty design, materials or workmanship. In order to avail itself of its rights hereunder, the Purchaser must notify DANPHONE in writing without delay with a detailed report of any defects that have appeared and shall give DANPHONE every opportunity of inspecting and remedying them.
- 11.4 DANPHONE is not liable for any defects in the delivered service/product that is due to errors or neglect on the part of DANPHONE's subcontractor or that is due to any particulars of a subcontractor. In the event that DANPHONE should have a legitimate claim with a subcontractor, DANPHONE hereby assigns this claim to the Purchaser so that the Purchaser is

obliged to raise any claim directly against the subcontractor.

- 11.5 Within the warranty period, DANPHONE undertakes to repair any proven defects that DANPHONE is liable for, or, optionally, to supply a full or part replacement.
- 11.6 Where DANPHONE opts to repair the proven defect(s), the Purchaser shall send the defective unit packed in its original packing, carriage paid to DANPHONE or to such service workshop as may be designated by DANPHONE.
- 11.7 Where the Purchaser wishes the repair to be effected at its premises, DANPHONE reserves the right to invoice the Purchaser with the cost of travelling time, travelling costs and any board and lodging costs reasonably incurred by it. Warranty repair can only be carried out during normal working hours.
- 11.8 DANPHONE's liability shall apply only to defects that appear under the conditions of operation provided for the contract and under proper use. It does not cover defects arising from the Purchaser's faulty installation or maintenance, or from alterations carried out without DANPHONE's consent in writing, or from repairs carried out improperly by the Purchaser, nor does it cover deterioration due to fair wear and tear.
- 11.9 The warranty is invalidated if the operating voltage has deviated from that (if any) specified by DANPHONE. If no operating voltage is specified, the operating voltage must not deviate more than +/- 10% from the nominal voltage.
- 11.10 DANPHONE reserves the right to make changes in its product descriptions, printed matter, drawings etc. Deviations from data given in such descriptions, data sheets, brochures and quotations as to the operation of the goods supplied shall not entitle the Purchaser to any claim against DANPHONE, unless DANPHONE expressly, in writing, has undertaken to supply goods corresponding strictly to specified data.
- 11.11 The warranty is limited as above mentioned. Without prejudice to the generality of the foregoing, DANPHONE shall have no liability for consequential loss including loss of profit or any other indirect loss.

12 Limitation of Liability

- 12.1 Regardless of the grounds on which the claim is made, and regardless of the degree of negligence, DANPHONE is not liable for any consequential damage or indirect loss as e.g. operating loss, time loss, loss of profits, consequential loss, loss of goodwill, missed obtainment of expected savings etc.
- 12.2 DANPHONE's liability does not under any circumstances comprise any damage that could not have been anticipated at the time of signing of the agreement.
- 12.3 Unless DANPHONE's liability specifically has been disclaimed, DANPHONE's total liability for any other loss or damage (regardless of whether it is due to delay, advisory services and/or defects) is in monetary terms limited to the amount that the Purchaser has paid for the service/product (or lack thereof) on which the claim is made. Regardless of the size of the payment for the service, DANPHONE's total claim for damages is in monetary terms maximized to DKK 500.000,- however maximum 10% of total order value.

13 Product Liability

- 13.1 DANPHONE's liability for injury to person or damage to property caused by DANPHONE's products shall be limited to instances when it can be proven (a) that such injury or damage is due to an act of commission or omission relating to the product supplied, and (b) that the product is defective, and (c) that the injury or damage resulted from that defect, and (d) that there is a direct and unbroken casual connection between that defect and the alleged injury or damage.
- 13.2 DANPHONE shall not be liable for damage to property or to chattels which occurs while the product is in the possession of a dealer.
- 13.3 DANPHONE shall not be liable for loss of profit, loss of earnings or other consequential loss.
- 13.4 As for product liability, DANPHONE is liable pursuant to the provisions of the Danish Product Liability Act ("Produktansvarsloven") which cannot be derogated from by agreement. DANPHONE disclaims any liability for injury or damage caused by a defective product on any other grounds. In monetary terms, product liability cannot exceed coverage of DANPHONE's product liability insurance. Copy of the insurance can be requested.

- 13.5 In the event that DANPHONE is held liable to an extent beyond that set out above and the Purchaser is not the end user, the Purchaser shall indemnify DANPHONE against any damage and cost awarded against DANPHONE to the extent that they result from liability in excess of that set out above. For the purpose of enforcement of DANPHONE's claim to such indemnification, the Purchaser shall accept the jurisdiction of the court or arbitration tribunal that is hearing the product liability question.

14 Use of the Equipment

- 14.1 Before using Danphone radio equipment, it may be necessary to obtain consent or licence from relevant authorities. It is the Purchaser's responsibility to obtain any such consent or licence.
- 14.2 Any and all use of DANPHONE's equipment and units is at the Purchaser's and (as the case may be) the user's risk.
- 14.3 DANPHONE accepts no responsibility for interference with other radio operated services resulting from use of the equipment. Neither does DANPHONE accept responsibility for any loss of output or reception by the equipment caused by local geographic or environmental conditions.

15 Drawings and Descriptive Documents

- 15.1 The weights, dimensions, capacities, performance ratings and other data included in catalogues, brochures, prospectuses, circulars, advertisements and illustrated matter constitute an approximate guide. These data shall not be binding except if they are expressly included in a contract.
- 15.2 All drawings, technical documents and descriptions of equipment, whether DANPHONE's or other manufacture, submitted to the Purchaser in connection with an offer, delivery or otherwise, and whether submitted prior or subsequent to the formation of a contract remain the exclusive property of DANPHONE. They may not, without DANPHONE's written consent, be utilised by the Purchaser or copied, reproduced transmitted or communicated to a third party, and they shall be returned to DANPHONE if the offer is not accepted.

16 Intellectual Property Rights

- 16.1 DANPHONE shall have unrestricted title to intellectual property rights and know-how related to the Products and any documentation or drawings provided to the Purchaser in conjunction with an offer or delivery of any Products.
- 16.2 Any documentation or drawings provided by DANPHONE to the Purchaser shall not be used for any other purpose than that for which they were provided and may not without the prior written consent of DANPHONE otherwise be used or copied, reproduced, transmitted or communicated to third parties.
- 16.3 If any Product includes software DANPHONE grants to the Purchaser a limited, non-exclusive, non-transferable, right to use the DANPHONE Software solely for the Purchaser's own internal business purposes according to the Agreement. Furthermore, DANPHONE shall not be obliged to provide the source code for DANPHONE Software and/or associated Services.

17 Force Majeure

- 17.1 The following shall be considered as force majeure, meaning circumstances beyond DANPHONE's control, including, but not limited to: industrial disputes and any other circumstances (e.g., war, riots, terror, fire, mobilisation, strike, lockout, labour shortage, government intervention, and intervention by public authorities, conflagration, natural disasters, bad weather, requisition, embargo, exchange control regulations, currency restrictions, export and import prohibitions, disconnection of ordinary communications, insurrection, disconnection of or failure of the energy and water supply, public data facilities and communication systems, power failure, internet breakdown, cybercrime, hacking, epidemics, prolonged illness of key employees, virus, shortage of transport, and shortage of materials and any other event which can neither be controlled nor be avoided or anticipated by the parties.
- 17.2 DANPHONE shall not be liable for failure or delay in fulfilling the contract arising out of or resulting from any of the said causes. In the event of DANPHONE wishing to claim relief by reason of any of the said circumstances, it shall notify the Purchaser in writing without delay on the intervention and on the cessation thereof.

- 17.3 DANPHONE shall be entitled to extend the delivery time by a period corresponding to the delay period caused by the force majeure circumstances. DANPHONE shall similarly be entitled to increase the contract price to recover any additional costs incurred by DANPHONE as a result of such circumstances.

- 17.4 Neither party has the right to cancel the contract unless its performance within a reasonable time is rendered impossible.

18 Data protection

- 18.1 The Purchaser agrees that his personal data are collected, processed and used inasmuch as necessary for executing the contract in accordance with applicable Danish law.

19 Non-Disclosure

- 19.1 The Parties agree to observe confidentiality with respect to each other's confidential information for a period of 6 years. Either party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in breach of the agreement.
- 19.2 Excluded from this non-disclosure is DANPHONE's production of press release and reference story related to the offer.

20 Governing Law and Venue

- 20.1 Any dispute between DANPHONE and the Purchaser must be settled pursuant to Danish law. However, this governing-law clause does not include conflicts of law rules of Danish law. Such dispute must be settled at DANPHONE's home court as the agreed venue.
- 20.2 Nothing in this Clause 20 prevents DANPHONE, in its sole discretion, from commencing legal proceedings against the Purchaser under a jurisdiction where the Purchaser and its property or assets are and to the extent where it is allowed in accordance to applicable law under the jurisdiction in question. The Purchaser is thereby irrevocably subject to the jurisdiction at these courts.