



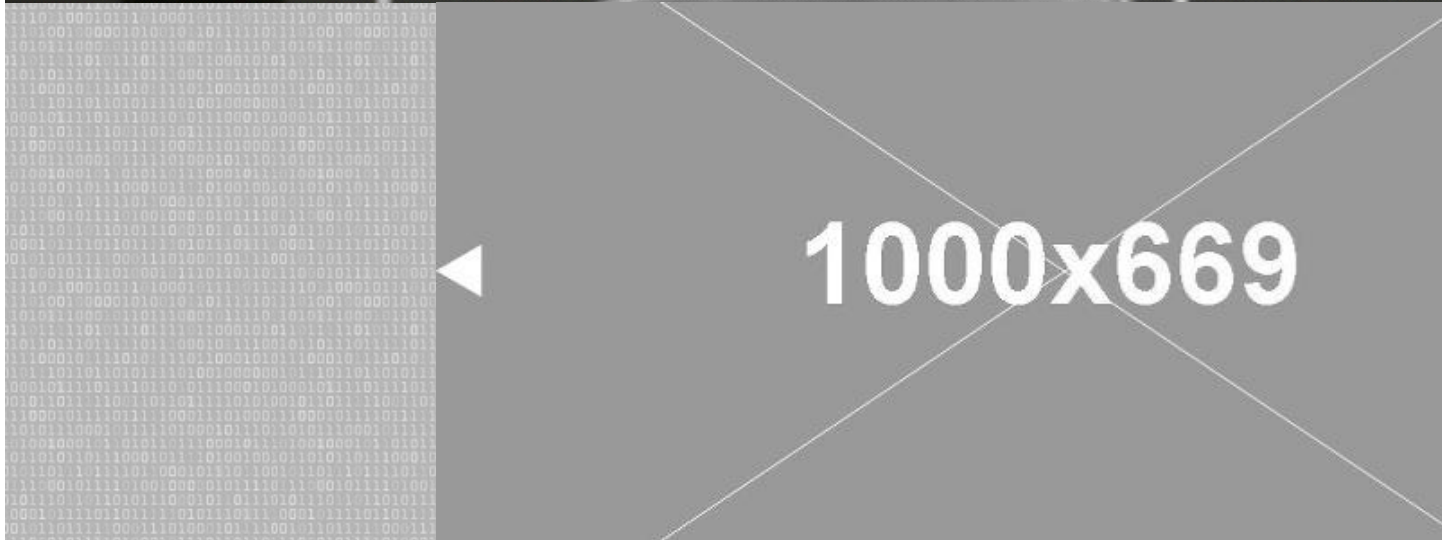
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# GENERAL TERMS AND CONDITIONS



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## ABOUT

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# DANIMEX

## TERMS AND CONDITIONS OF SALES

"Danimex" shall mean Danimex Communication A/S, Elholm 4, 6400 Sønderborg, Denmark.

"Customer" shall mean the individual, company and/or entity purchasing products from Danimex.

"Products" shall collectively mean the physical products and / or services provided by Danimex.

### GENERAL

**A.** By placing an order at Danimex, customer acknowledges that customer has read and understands the terms and conditions herein and agrees to be bound by them, that it is the complete and conclusive statement of the parties and understanding between the parties relating to the subject matter hereof and all understanding and agreements, oral and written, heretofore made Danimex and Customer, are merged in this agreement which alone fully and completely expresses their agreement.

**B.** Customer's objections, if any, to Danimex' terms and conditions of sale shall be made in writing prior to submission of order by the customer to Danimex. Such objections shall be addressed to Danimex, Elholm 4, DK-6400 Sønderborg, Denmark.

**C.** No Modification of or additions to these terms and conditions shall be binding upon Danimex unless such modification is in writing and signed by an officer of Danimex.

**D.** Section and paragraph headings used herein are for convenience only and are not to be deemed or construed to be a part of these terms and conditions.

**E.** The failure of Danimex to insist, in any or more instances, upon the performance of any of the terms, covenant or conditions of these terms and conditions, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance will continue in full force and effect.

**F.** These terms and conditions and the rights and duties of the parties will be governed and interpreted in accordance with the laws of Denmark.

**G.** By placing an order, the person placing the order is representing that he or she has the requisite to place the order, and has made an affirmative determination that the order can be properly placed in accordance with the terms and conditions set forth herein.

**H.** If this is an order covered by an existing contract, basic ordering agreement, or basic purchase agreement between Customer and Danimex, then only the terms, conditions, and prices of that contract or agreement apply to the order, and Customer is solely responsible for verifying that the applicable price is reflected in this order.

**I.** Supply of equipment is subject to end-user approval.

### PRICES AND TAXES

Prices are subject to change based on supplier pricing.

Unless otherwise agreed all prices are ExWorks Danimex warehouse (Incoterms 2010). Unless instructed otherwise, Danimex will arrange for freight insurance and standard commercial shipping.

All prices are exclusive of shipping and insurance charges. Danimex can offer to arrange shipment and insurance on request. The cost shipment and insurance shall be billed separately and specified on a separate line on the invoice. Installation, engineering and related charges are only included if stated on the face of the order or quotation. Installation, engineering and related charges are subject to change due to customer failure to complete site readiness as stated, non-standard site conditions, force majeure events or customer caused delays. Customer agrees to pay all such additional charges as invoiced by Danimex.

All prices are exclusive of all sales, use, excise and other taxes, duties or charges. Unless evidence of tax exempt status is provided by customer, customer shall pay, or upon receipt of invoice from Danimex, shall reimburse Danimex for all such taxes or charges levied or imposed of Customer, or required to be collected by Danimex, resulting from this transaction or any part thereof.

Danimex has no obligation for payments of any applicable foreign import duties.

### ORDER HANDLING FEES

When handling orders, Danimex offers a range of services. While some are mandatory and others optional, their common purpose is to ensure a fast, safe and efficient flow of goods from the Danimex warehouse to customers' destinations.

## **PAYMENT**

The customer shall make net payment in such way as Danimex may designate in writing or as reflected on an invoice.

The customer shall pay Danimex on or before the due date.

Danimex reserves the right to apply service charges and interests for overdue payments.

In case of late payment of any amount payable by the customer to Danimex, interest shall accrue on late payments at a default interest rate of 1.5% (one and a half percentage) per month, calculated from the due date.

Danimex reserves the right to adjust the default interest rate in conformity with any changes in the official European Central Bank deposit rate. Danimex retains full title to all Goods supplied to the customer until full payment has been received by Danimex.

## **EXPORT AND RE-EXPORT RESTRICTIONS**

Performance and delivery of the equipment, documents, services and software sold and delivered hereunder are subject to export control laws and regulations of the manufacturer's country and approvals by Danimex.

The customer shall not re-export the products and technical data delivered hereunder from the country of delivery without fully complying with the regulations set up by the manufacturer.

## **EXPORT DOCUMENTS**

Customer shall be responsible for obtaining any necessary import licenses into the country of delivery. Danimex shall provide certificates of delivery, affidavits of origin, and other information under its control which is necessary for customer to import products.

## **INSTALLATION AND ENGINEERING**

### **A. Engineer, furnish and install services**

Danimex does not accept responsibility for the integrity of any existing equipment unless otherwise specified.

It is the responsibility of the customer to ensure the job site is free of hazardous materials prior to mobilization of field crews.

Danimex shall complete the installation services in accordance with Danimex' normal installation practices.

Danimex shall perform its standard acceptance testing in the installed products and the customer may monitor said testing. Upon completion thereof, as described above, Danimex shall notify customer that the product(s) has been installed and operates in accordance with specifications. The date of such notification shall be the installation date.

Danimex may at its sole discretion use subcontractors to provide installation services.

The customer shall, at its expense, on the signing of this agreement, and at all times thereafter during the period of providing services hereunder be responsible for the following, including site preparation and clean-up.

- a. Allow employees or agents of Danimex free access to premises and facilities where the services are to be provided at all hours consistent with the requirements of the activity.
- b. Obtain all necessary local, state and federal construction and work permits as required to do the work, unless otherwise specified.
- c. Obtain and secure pre-construction, conditional use documentation and environmental impact study approvals, unless otherwise specified.
- d. Provide secure and appropriate storage for all equipment at warehouse and construction site.
- e. Provide insurance for equipment until on customer site.

### **B. Surveys and calculations**

When Danimex performs reliability calculations or paper studies based solely on information supplied by or on behalf of the customer, it is understood that these are done for budgetary purposes only and are not to be construed as an installable design.

Danimex performs frequency planning based on the provided data at the time of the study. Danimex shall not be responsible for any interference cases that arise due to errors or omissions in such data.

Danimex shall not be responsible for any installations if Danimex has not performed a site survey or for changes in system design after the field survey is completed, such as:

- a. Any changes in system design
- b. Any movement in site locations
- c. Buildings or other structures that can affect the system performance
- d. Any disturbance of the terrain which may cause blockage or reflections
- e. Additional frequency interference sources
- f. Installation of non-Danimex radio equipment

## **EXCUSABLE DELAY**

Danimex shall be excused from performance under the purchase order and not be liable to customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of a public enemy, labour difficulties or disputes, failure or delay in delivery Danimex suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labour or equipment, accident, fire, flood, storm or other act of God, or customer's fault or negligence.

In the event of an excusable delay, Danimex shall make reasonable efforts to notify customer of the nature and extent of such a delay and Danimex will be entitled to a schedule extension on at least a day-for-day basis. In the event of customer's fault or negligence Danimex will also be entitled to an equitable adjustment in the price of this contract.

## **CANCELLATION AND TERMINATION**

Cancellation of the purchase order will be accepted only with the specific written approval of Danimex and shall be subject to cancellation charges.

Customer is to reimburse Danimex with any cost affected with returning goods, both freight and manufacturers reimbursement.

Returned goods will only be accepted if returned in unused condition, in original, undamaged packaging and the minimum charge will be 25%.

## **THE DANIMEX LOGO AND TRADEMARK**

The Danimex name and logo are proprietary trademarks of Danimex and its associated companies. Customer shall have no right, without the express written consent of Danimex, to use any marks, names, slogans or designations of Danimex in the sale, lease or advertising of any products or services purchased at Danimex.

## **LIMITATION OF LIABILITY**

In the event or breach of contract, the injured party shall be entitled to claim compensation from the guilty party for any loss suffered as a direct consequence of the breach to the extent that the guilty party could reasonable be expected to have foreseen this loss when the contract was entered into and bearing in mind the circumstances he knew or should have known could result from the breach.

However, neither party shall be entitled to claim compensation if the breach is caused by circumstances beyond the other party's control pursuant to section "Circumstances beyond the parties' control" below.

Danimex cannot be held liable for any consequential loss, loss of profits or any other indirect loss suffered by the Customer as a result of delayed delivery or defects in the subject of sale. Nor can Danimex be held liable for other losses over and above the invoice amount exclusive of value-added tax.

The Customer cannot be held liable for any loss suffered by Danimex as a result of him being unable to use the liquidity which Danimex was expecting to receive on payment of the purchase price, except for interest as mentioned in section "Payment" above.

## **CIRCUMSTANCES BEYOND THE PARTIES' CONTROL**

Circumstances which preclude any claim for compensation and postpone the delivery date and/or payment date exist when breach of contract is caused by an obstacle beyond the control of the party in question which he could not reasonable be expected to have taken into consideration or avoided at the time of entering into the contract, nor could reasonable be expected to have overcome.

The party whose ability to perform the contract is affected by an obstacle as set out above shall inform the other party in writing thereof without undue delay, specifying the consequences of the obstacle in relation to his ability to perform the contract. Failure to do so shall oblige him to compensate the other party for the loss resulting from the other party not receiving such timely notification.

## **LIABILITY FOR DAMAGE TO PROPERTY CAUSED BY THE PRODUCTS**



The Customer shall indemnify and hold Danimex harmless to the extent that Danimex incurs liability towards any third party in respect of any damage for which Danimex is not liable towards the Customer.

Danimex shall not be liable for loss or damage caused by the Products

a) to any (movable or immovable) property where the damage occurs while the Products are in the Customer's possession, or

b) to products manufactured by the Customer or to products of which the Customer's products form a part or for loss or damage to any property, where the damage is caused by these products because of properties in the Products.

Danimex shall under no circumstances be liable for loss of production, loss of profit or any other consequential economic loss.

The above limitation in Danimex' liability shall not apply where Danimex has been guilty of gross negligence.

If a claim for loss or damage as described in this Clause is raised by a third party against either party to the contract, the latter shall forthwith notify the other party thereof.

Danimex and the Customer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims against either of them, where the claim is based on damage alleged to have been caused by the Products. The liability as between Danimex and the Customer shall, however, always be settled by arbitration in accordance with the following clause.

## DISPUTES. APPLICABLE LAW

Disputes arising out of or in connection with the contract shall not be brought before the court, but shall be finally settled by arbitration in accordance with the law on arbitration applicable in Denmark.

All disputes arising out of the contract shall be judged according to the Danish law.

(Last revision: April 17, 2013)

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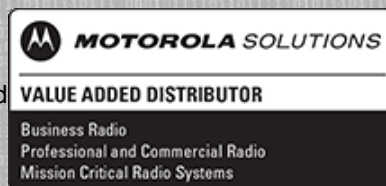
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VAT#/CVR-nr. 29669015   Denmark

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 **CERTIFIED DISTRIBUTOR**

Danimex Communication is an award winning distributor of radio communication solutions and equipment throughout the world.



 **CERTIFICATES**



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