

**General Terms and Conditions of Sale  
For  
Logmar Camera Solutions IVS**

**1. Scope of Applicability**

- 1.1 These General Terms and Conditions of Sale (“GTCS”) apply to all sales of goods by us notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from you. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.
- 1.2 We reserve the right to change these GTCS at any time. We will give you thirty calendar days’ notice of any changes by posting notice on our website.

**2. Offers, Purchase Orders and Order Confirmations**

- 2.1 All offers made by us are open for acceptance within fifteen calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the goods offered.
- 2.2 All purchase orders issued by you shall specify as a minimum the type and quantity of goods requested, applicable unit prices, delivery place and requested delivery dates. No purchase order shall be binding on us unless and until confirmed by us in writing.

**3. Prices and Terms of Payment**

- 3.1 The prices for goods shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added and similar taxes or charges imposed by any government authority.
- 3.2 Unless expressly stated otherwise in our order confirmation, payment for goods shall be made up-front without offset or deduction.
- 3.3 You must submit such financial information from time to time as may be reasonably requested by us for the establishment or continuation of payment terms. We may in our sole discretion at any time change agreed payment terms without notice by requiring payment cash in advance or cash on delivery, bank guarantee, letter of credit or otherwise.
- 3.4 If you fail to pay any invoice within seven calendar days of the due date of payment, we may suspend delivery of any purchase order or any remaining balance thereof until payment is made or terminate delivery of any purchase order or any remaining balance thereof by providing written notice of termination to you within seven calendar days of the expiration of the grace period. Further, we may charge you interest from the due date to the date of payment at the rate of 1 ½ % per month. This shall be in addition to, and not in limitation of, any other rights or remedies to which we are or may be entitled at law or in equity.
- 3.5 Title to goods delivered shall remain vested in us and shall not pass to you until the goods have been paid for in full. If you fail to pay any invoice within fourteen calendar days of the due date of payment, we may retake the goods covered by the invoice. You must insure all goods delivered to their full replacement value until title to the goods has passed to you.

**4. Terms of Delivery and Late Delivery**

- 4.1 Unless expressly stated otherwise in our order confirmation, all deliveries of goods shall be Ex Works in accordance with

Incoterms 2000. The risk of loss of or damage to goods shall pass to you in accordance with the agreed delivery term.

- 4.2 In no event, shape or form shall a late delivery impose any type of liability to us this includes also incidental and consequential damages.
- 4.3 We reserve the right to make delivery in instalments.

**5. Acceptance of goods**

- 5.1 You must inspect goods delivered upon receipt. You are deemed to have accepted goods delivered unless written notice of rejection specifying the reasons for rejection is received by us within five calendar days after delivery of the goods.

**6. Right to seek redress**

- 6.1 We warrant that the goods sold are new and free from substantive defects in workmanship and materials under normal use and service for a period of one (1) year from the date of delivery. Our liability under the foregoing redress is limited to replacement of goods or repair of defects or refund of the purchase price at our sole option.
- 6.2 All repairs covered by this redress must be done at our factory, or other such warranty/redress repair facilities of ours as designated by us unless we specifically directs that this service be performed at another location. Any defect corrected within one (1) year and found to be within this scope of the redress will be repaired by us and all charges for labor and material cost, will be borne by us. Shipment costs and potential shipment fees are not covered under the redress and is the responsibility of Yourself.
- 6.3 If it is determined that either no fault exists in our product, or the damage to be repaired was caused by negligence of You, You agree to pay all charges associated with each such repair.
- 6.4 A redress situation does not instantiate a new twelve (12) month redress period.
- 6.5 THIS CONSTITUTES THE SOLE REDRESS MADE BY US EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES/REDRESS EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND YOUR REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING UNITS OR PARTS.

**7. Misuse of Equipment**

- 7.1 Any tampering, misuse or negligence in handling or use of the products renders the warranty/redress void. Further, the warranty/redress is void if, at any time, you attempt to make any internal changes to any of the components of the products
- 7.2 If at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by you creates conditions exceeding the tolerance of the product; if at any time the product have been subjected to water or rain or high-humidity/moist

7.3 If at any time, the product has been subjected to temperatures outside the specifications or have been subjected to dust or sand or particles causing the mechanics to seize up.

7.4 If at any time the serial number plate and/or warranty void sticker is removed or defaced.

7.5 OPERATION OF THE PRODUCT THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THESE PARAGRAPHS, TOGETHER WITH ANY PRACTICE THAT RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.

## **8. Intellectual Property Rights Infringement**

8.1 If any goods delivered hereunder are held to infringe a third party's patent, utility model, design, trademark or other intellectual property right and you are enjoined from using same, we will, at our option and expense, (a) procure for you the right to continue using the goods; (b) replace the goods with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function; (c) modify the goods to make them non-infringing; or (d) refund the purchase price of the goods less a reasonable amount for usage. The foregoing states our sole liability for intellectual property rights infringement.

## **9. Limitation of Liability**

9.1 Neither of us will be entitled to, and neither of us shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, recurement costs, loss of data, injury to reputation or loss of customers. Your recovery from us for any claim shall not exceed twenty five (25) percent of the purchase price for the goods giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.

9.2 We shall not be liable for any claims based on our compliance with your designs, specifications or instructions or repair, modification or alteration of any goods by parties other than us or use in combination with other goods.

## **10. Force Majeure**

10.1 Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days' prior written notice to the other party.

## **11. Technical information and guidance**

11.1 Product information, illustrations and information regarding technical data is only guidelines and our liability for their correctness is only limited to those set forward in a written agreement.

11.2 You have the full responsibility for choosing the correct service, offering or product from us in order to receive the

expected operating condition or use case in your existing environment or thought environment.

11.3 Specific demands from you are only binding if they are confirmed in writing by us as part of the original purchase agreement.

## **12. Risk of Loss**

12.1 The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of us until the Goods have been delivered to the shipping carrier.

## **13. Miscellaneous**

13.1 The United Nations Convention for the International Sale of Goods shall not apply to these GTCS or to any contracts of sale entered into between us.

13.2 No waiver of any provision of these GTCS shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of these GTCS shall not constitute a waiver of such provision or any other provision(s) of these GTCS.

13.3 Should any provision of these GTCS be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GTCS shall remain in full force and effect and shall be construed in accordance with the modified provision.

13.4 These GTCS and all contracts of sale entered into between us shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice of law or conflict of law provisions. Any suits, actions or proceedings that may be instituted by either of us against the other shall be instituted exclusively before the competent courts of Denmark, however, without prejudice to our right to bring suits, actions or proceedings in any other court which would have jurisdiction if this provision had not been incorporated into these GTCS.