

## Standard Terms and Conditions

### 1. Definitioner

"Scan-Speak" skal forstås som Scan-Speak A/S, CVR-nr. 70977311, tlf. +45 7028 1800, fax +45 9717 1696.

"Køber" skal forstås som den part, der køber varer hos Scan-Speak. Scan-Speak og Køber benævnes hver især en "Part" og under ét "Parterne". "Varene" skal forstås som de(n) genstand(e), der skal leveres i henhold til disse salgsbetingelser.

### 2. Generelt

Nedenstående salgsbetingelser skal finde anvendelse, medmindre Parterne udtrykkeligt har aftalt andet.

### 3. Kvalitet

Medmindre der bestilles Varer af en særlig kvalitet, vil der blive leveret standardvarer, og Scan-Speak vil ikke være forpligtet til at leve op til særlige kvalitetskrav.

### 4. Tegninger og beskrivelser

Tegninger, teknisk dokumentation og øvrigt skriftligt materiale vedrørende Varene eller fremstillingen heraf, som den ene Part udleverer til den anden forud for eller efter aftalens indgåelse, forbliver førnævntes ejendom. Tegninger, teknisk dokumentation eller andre tekniske oplysninger modtaget af en Part må ikke anvendes, kopieres, gengives, overføres eller videregives til tredjemand uden den anden Parts samtykke.

### 5. Leveringstid

Såfremt Parterne i stedet for at angive et leveringstidspunkt har angivet et tidsrum, inden for hvilket levering skal ske, starter dette tidsrum med at løbe fra det tidspunkt, hvor der modtages endelige ordrer, forudsat at Scan-Speak har alle de oplysninger, der er nødvendige for at foretage levering. Leveringstiden regnes under alle omstændigheder tidligst fra det tidspunkt, hvor Scan-Speak har modtaget meddelelse om eventuelle importlicenser eller udførselsladelser, der måtte være nødvendige. Såfremt det anses for sandsynligt, at en ændret leveringstid vil udstrække sig til mere end 3 måneder, kan både Scan-Speak og Køber annullere den pågældende ordre. Såfremt Køber på leveringstidspunktet er i restance med en betaling for tidligere leverancer, er Scan-Speak berettiget til efter eget valg enten at udskyde levering, indtil betalingen er foretaget, eller hæve aftalen, uden at Køber kan fremsætte noget krav om misligholdelse i den anledning.

### 6. Force Majeure

Er levering ikke mulig som følge af en handling eller undladelse fra Købers side eller som følge af forhold, som Scan-Speak ikke er herre over, f.eks. strejke, lockout, uheld under transporten, leverandørproblemer, forsinkede råstofleverancer osv., udskydes leveringen uden ansvar for Scan-Speak, så længe sådanne forhold varer ved, og Køber er ikke berettiget til at fremsætte noget krav om misligholdelse i den anledning. I et sådant tilfælde forlænges leveringstiden med en rimelig periode under hensyntagen til alle sagens omstændigheder. Denne bestemmelse gælder, uanset om den begivenhed, der er årsag til forsinkelsen, indtræder før eller efter det aftalte leveringstidspunkt.

### 7. Levering

Alle leveringsbetingelser skal fortolkes i overensstemmelse med de på aftaletidspunktet gældende Incoterms 2000. Såfremt der ikke er indgået særlig aftale om leveringsbetingelser, skal levering foretages "ab fabriek". Såfremt Scan-Speak ved levering ab fabriek accepterer at sende Varene til bestemmelsesstedet på Købers foranledning, overgår risikoen senest, når Varene overgives til den første fragtfører. Det er muligt at foretage delforsendelser, medmindre andet aftales. Såfremt der ikke er aftalt nogen særlig forsendelsesmåde, skal Varene afsendes på den efter Scan-Speaks opfattelse mest hensigtsmæssige måde.

Såfremt afsendelsen udskydes som følge af Købers forhold, overgår enhver risiko til Køber fra det tidspunkt, hvor Varene kunne være afsendt.

Scan-Speak anses for at have opfyldt sin leveringsforpligtelse, såfremt den leverede mængde ligger inden for +/-10% af den bestilte mængde.

### 8. Betaling

Betalingen skal erlægges kontant, medmindre andet er aftalt. Såfremt betalingsfristen overskrides, skal Køber betale den af Scan-Speak krævede rente svarende til 2% pr. måned fra forfaldstidspunktet.

Scan-Speak kan i tilfælde af forsinket betaling afbryde opfyldelsen af sine forpligtelser i henhold til aftalen, indtil betalingen er modtaget. Såfremt Køber ikke betaler det skyldige beløb, er Scan-Speak berettiget til at bringe aftalen til ophør og kræve erstatning for tabet.

### 9. Købers undersøgelsespligt og reklamationer

Køber skal undersøge Varene straks ved modtagelsen heraf. Såfremt Køber efter denne undersøgelse ønsker at reklamere over mangler ved leverancen, skal reklamationer over synlige mangler fremsættes omgående til Scan-Speak.

Scan-Speak skal modtage dokumentation (skriftlig beskrivelse, fotos osv.) for en reklamation, før denne kan behandles. Køber skal på Scan-Speaks foranledning straks returnere de varer, der reklameres over, til Scan-Speak.

### 10. Fejl og mangler

Såfremt der viser sig fejl eller mangler ved de af Scan-Speak leverede Varer inden for et år fra leveringen, og Scan-Speak er enig i, at disse kan tilskrives fejlagtig konstruktion eller fremstilling af Varene, herunder fejl i anvendte materialer, accepterer Scan-Speak efter eget skøn straks og uden beregning at erstatte eller godskrive Køber for de pågældende Varer. Scan-Speak er ikke ansvarlig for driftstab, avancetab eller lignende indirekte tab forårsaget af mangelfulde leverancer.

### 11. Produktansvar

Scan-Speak fraskriver sig ethvert ansvar for skader, der ikke er omfattet af Lov nr. 371 af 7. juni 1989 om produktansvar. Scan-Speak hæfter således kun for skader forårsaget af genstande, som efter deres natur er beregnet til erhvervs-mæssig anvendelse, og som af sagsøger primært anvendes til sådanne formål.

Såfremt tredjemand retter et krav mod Scan-Speak eller Køber under dette punkt, skal Køber eller Scan-Speak straks underrette den anden Part herom. I det omfang Scan-Speak måtte ifalde produktansvar over for tredjemand, skal Køber holde Scan-Speak skadesløs.

### 12. Returnering af Varer

Varer, der er leveret i henhold til en aftale, kan ikke returneres.

### 13. Ejendomsforbehold

Scan-Speak bevarer ejendomsretten til Varene, indtil Scan-Speak har modtaget fuld betaling for alle varer, der er solgt og leveret til Køber. Ved Købers misligholdelse af sine betalingsforpligtelser kan Scan-Speak kræve, at Køber øjeblikkeligt returnerer Varene.

### 14. Lovvalg og værning

Disse betingelser samt enhver aftale er underlagt dansk ret. Værning for eventuelle krav, der måtte opstå i forbindelse med disse kontraktlige forpligtelser, er Sø- og Handelsretten i København.

15. Disse salgsbetingelser er oprindeligt udarbejdet på dansk.

### 1. Definitions

"Scan-Speak" means Scan-Speak A/S, VAT 70977311 – Telephone +45 7028 1800 – Facsimile +45 9717 1696

"The Purchaser" means the purchaser of goods from Scan-Speak. Scan-Speak and the Purchaser are individually referred to as a "Party" and collectively as the "Parties"

"The Goods" means the object(s) to be supplied under these Terms and Conditions of Sale

### 2. General Terms

The terms and conditions of sale detailed below are to apply unless the Parties concerned have reached any other explicit agreement.

### 3. Quality

Unless the Goods are ordered according to a specific standard, they will be delivered as ordinary commodities with no liability for any special quality requirements.

### 4. Drawings and Descriptions

All drawings, technical documents or other written content relating to the Goods or its manufacture submitted by one Party to the other, prior or subsequent to the formation of the contract, shall remain the property of the submitting party.

Drawings, technical documents or other technical information received by one Party shall not, without the consent of the submitting party, otherwise be used or copied reproduced, transmitted or communicated to a third party.

### 5. Time for Delivery

If the Parties, instead of specifying the date of delivery, have specified a period of time on the expiry of which delivery shall take place, such period shall start to run from the time final orders are received, provided that all the information needed to complete the delivery is in Scan-Speak's possession. The calculation of delivery time is on no account to commence until Scan-Speak have been informed of any import or export licenses that might be necessary.

If it seems likely that any alteration in delivery time will last for more than 3 months, both Scan-Speak and the Purchaser are entitled to cancel the order in question.

If the Purchaser on the date of delivery is in arrears with the payment of previous deliveries, Scan-Speak is entitled to, without the Purchaser on that occasion being able to claim any breach of contract, after Scan-Speak's own option either to postpone the delivery until the arrears are settled, or to cancel the agreement.

### 6. Force Majeur

If delivery is prevented by an act or omission on the part of the Purchaser or due to conditions which are beyond Scan-Speak's control, for example, strikes, lockouts, accidents during transport, suppliers problems, delays in the supply of materials etc., then delivery is to be postponed with no liability for Scan-Speak as long as any such conditions exist, this does not entitle the Purchaser to claim any breach of contract. In this case time of delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

### 7. Delivery

All terms of delivery are to be interpreted according to the Incoterms 2000 that applied when the agreement was entered into. If no special agreement was reached regarding terms of delivery, then delivery is to be "ex works". If, in case of delivery ex works, Scan-Speak, at the request of the Purchaser, undertakes to send the Goods to its destination, the risk will pass not later than when the Goods is handed over to the first carrier. Partial shipments shall be permitted unless otherwise agreed. If no special method of dispatch has been agreed, then Goods are to be dispatched in the manner, which Scan-Speak feels is most appropriate.

If dispatch is postponed due to reasons connected with the Purchaser, then all risk is to be transferred to the Purchaser from the day on which the Goods could have been dispatched. Scan-Speak is deemed to have complied with its delivery obligation even if the delivered quantity deviates by +/-10% from the ordered quantity.

### 8. Payment

If no other agreement has been reached, then payment is to be in cash (C.O.D. or cash-with-order). If payment deadlines are exceeded, the Purchaser must pay interest on 2% per month overdue as claimed by Scan-Speak from the day on which payment was due.

In case of late payments Scan-Speak may suspend its performance of the contract until Scan-Speak receives payment. If the Purchaser has not paid the amount due Scan-Speak shall be entitled to terminate the contract and to claim compensation for the loss.

### 9. Caveat Emptor and Complaints

The Purchaser must examine the Goods immediately on receipt. If the Purchaser wishes to claim that the delivery is deficient or defect as a result of this examination, then complaints about visible defects are to be made to Scan-Speak immediately.

All claim documentation (written description, photos etc.) must be delivered to Scan-Speak before the claim procedure can be started. If requested by Scan-Speak the Purchaser must immediately return the goods under claim to Scan-Speak.

### 10. Defects

If defects in the Goods delivered by Scan-Speak appear within one year of delivery, and if Scan-Speak agrees that such defects can be traced to mistakes in the construction or manufacture of the Goods including the materials used – Scan-Speak undertakes immediately and free of charge either to replace or credit the Goods in question at our discretion. Scan-Speak has no liability for operating losses, loss of profits or any other indirect loss resulting from defective deliveries.

### 11. Product Liability

Scan-Speak disclaims all liability for damages not subject to Act No. 371, of the 7th June 1989 on product liability. In this way Scan-Speak is only liable for damages caused by objects which, by their nature, are intended for commercial use and are mainly used for such purposes by the claimant.

If any third party presses a claim against Scan-Speak or against the Purchaser with respect to this point, the Purchaser or Scan-Speak shall immediately inform the other party of such a claim.

In the extent, where Scan-Speak might be imposed product liability towards a third party, the Purchaser shall indemnify Scan-Speak.

### 12. Return of Goods

Goods that have been delivered according to an agreement may not be returned.

### 13. Retention of Title

Property in the Goods shall remain in Scan-Speak until paid for in full of all monies payable to Scan-Speak, in respect of all goods delivered and sold to the Purchaser.

Upon the Purchaser's breach of his payment obligations Scan-Speak is entitled to demand that the Purchaser returns the Goods instantly.

### 14. Governing Law and Venue

These terms and all contracts shall be governed by Danish Law. Venue for all demands originating from these contractual obligations is the Maritime and Commercial Court in Copenhagen.

15. These terms and conditions of sale are originally drawn up in Danish.