

**1. Basis of Contract**

1.1 These terms and conditions shall apply to all deliveries made by Rosendahl Conceptkiosk A/S (hereinafter referred to as Rosendahl) to the exclusion of any other terms that the buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing unless otherwise expressly agreed in writing by Rosendahl.

2. Quotations and price lists

2.1 Quotations are only valid in writing and shall only be valid for a period of 60 days unless otherwise agreed in writing.

2.2 An order shall only be binding for Rosendahl when the buyer has received an order confirmation or taken delivery.

2.3 The price shall be the applicable list prices at the time of Rosendahl's confirmation of order. Rosendahl reserves the right to changes its list prices giving 30 days' notice.

3. Delivery

3.1 The risk in the goods shall pass to the buyer on delivery. Any agreed delivery terms shall be construed in accordance with the Incoterms 2010. If no such delivery term is specifically agreed upon delivery shall be Ex Works Grindsted, Denmark.

3.2 If transport is to be arranged by Rosendahl, Rosendahl will take out normal insurance for the goods in transit. If the buyer is to arrange transport, the buyer shall take out its own insurance.

3.3 Rosendahl shall not be liable for late delivery unless such late delivery is caused by Rosendahl's negligence.

4. Complaints

4.1 The buyer must inspect the goods on delivery. Written notification of visible defects shall be given immediately and not later than 8 days after delivery. Any such complaint shall be submitted before the delivered goods are installed, resold or built in.

5. Returns

5.1 The buyer does not have a right to return the goods.

6. Defects

6.1 In the event that the buyer documents within one year from delivery that the construction, material or the manufacture of the goods delivered are defective, Rosendahl may at its discretion decide to:

- a. replace the defective goods at no cost to the buyer by delivery of a new corresponding product to the buyer in accordance with the terms of delivery set out in these terms and conditions and/or in accordance with special terms agreed for the delivery in question; or
- b. make good by repairing the delivered goods in order for it to comply with the agreed contractual terms, must be returned to base for repairs; or
- c. credit the buyer the price for the defective goods upon the buyer's return of the defective goods at the buyer's expense and risk; or
- d. offer a reduction in the purchase price.

6.2 As regards parts that have been replaced or repaired pursuant to the provisions of this clause, Rosendahl assumes the same obligations that apply to the original parts for a period of one year as from the date of repair.

6.2 The buyer is not entitled to other remedies than the remedies listed above. In particular, the buyer is not entitled to cancel the agreement, neither in whole nor in part, or to claim damages, unless the defects are of such nature that can be regarded as constituting intent or gross negligence on the part of Rosendahl.

7. Limitation of liability

7.1 Rosendahl shall only be liable for such damage caused by the goods delivered if it can be proved that such damage is caused by Rosendahl's errors or omissions.

7.2 However, Rosendahl shall not be held liable for damage to real property or movable property caused by the goods, while such goods are in the buyer's possession. Equally, Rosendahl shall not be held liable for damage caused by the goods to other goods manufactured by the buyer or to mother goods of which the delivered goods form a part, or damage to real property or movable property caused by such other goods due to the goods.

7.3 Rosendahl cannot be held liable for operating losses, loss of time, loss of profits, loss of earnings or other indirect losses.

7.4 In the event that a third party files a claim for damages against the buyer pursuant to product liability provisions, the buyer shall immediately inform Rosendahl thereof. If a claim in this respect is filed by a third party against Rosendahl, the buyer shall indemnify Rosendahl for any such claim, unless such claim is founded on Rosendahl's intent or gross negligence.

9. Payment

9.1 The goods shall be invoiced at the agreed time of delivery. In the event of overdue payments, interest accrues at a rate of 3% per month.

9.2 Rosendahl retains title to the goods sold until the purchase sum has been paid in full. This provision shall apply regardless of whether the purchase is effected with a view to resale or with a view to use the goods in other products.

10. Installation

10.1 Rosendahl does not take part in the installation, only the delivery of the goods.

10.2 Should it be agreed specifically against a fee to be agreed that Rosendahl is to supply a supervisor for the buyer's installation of the goods, Rosendahl shall not have any liability for the installation.

10.3 The limitation of liability in clause 7 above shall apply.

11. Governing law and jurisdiction

11.1 Any dispute arising out of or in connection with sales made by Rosendahl shall be settled in accordance with Danish law.

11.2 The court of Kolding, Denmark shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms between Rosendahl and the buyer.