
Terms of Sale and Delivery

1. RANGE OF APPLICATION

For any purchase of products from Inter-Data A/S, the present Terms of Sale and Delivery shall be considered an integrated part of the terms of trade applying unless otherwise agreed in writing. It is thus expressly pointed out to vendee that these Terms of Sale and Delivery may contain deviations from the general rules of "Købeloven" – the Danish Sale of Goods Act. Any objections to the terms of the Terms of Sale and Delivery as well as any objections to the substance of a confirmation of order shall be made in writing to Inter-Data A/S not later than three days (immediately) upon receipt of the Terms of Sale and Delivery as well as any confirmation of order.

2. PRICES

Prices shall be stated to the Inter-Data A/S current price list excl. VAT, delivery charges, and insurance. A handling charge of DKK 50,- shall be added for any invoice amount of less than DKK 1,000 excl. VAT.

3. TERMS OF PAYMENT

Invoice amounts shall be paid net cash or C.O.D. (cash on delivery) unless a different date of payment expressly appears from the confirmation of order, invoice or some other agreement. For any default in payment, default interest shall accrue at 2% per month entered into, as well as a dunning charge of DKK 100.00 per reminder, as well as a collection charge of DKK 100.00 for submission for collection by solicitor.

4. DISTRIBUTOR REQUIREMENTS

Keeping up distributor status with Inter-Data A/S shall require a purchase of goods to the extent of minimum DKK 30,000 excl. VAT per six-month period.

Establishment as a distributor shall be subject to goods purchased from Inter-Data A/S being intended for resale purpose, and to any future trade being conducted to Inter-Data A/S Terms of Sale and Delivery.

5. TERMS OF DELIVERY

Delivery shall be made at the address stated in the confirmation of order, and the costs of transport and transport insurance shall be borne by the customer unless otherwise agreed in writing.

6. DELAY

In the event of whole or partial delay in delivery for which Inter-Data A/S is responsible, the customer shall be entitled to cancel in writing the purchase in so far as goods delayed are concerned if the delay is of material importance to the customer, and provided Inter-Data A/S had at the time of making the agreement been made aware of this. Inter-Data A/S shall, however, not be responsible for any delay caused by circumstances pertaining to producer or subcontractor/sub supplier. Such cancellation may be made only until actual delivery has been effected. Beyond this, no further claims may be made, including any claims for compensation or pro rata reduction in the purchase amount with Inter-Data A/S due to delay.

7. RIGHT TO ANNUL AND RIGHT TO RETURN

For purchase orders confirmed, no right to annul and no right to return shall apply, and any return of goods delivered shall be accepted only if expressly agreed.

Any return agreed shall at no cost to Inter-Data A/S be made in unopened and undamaged original packing. Inter-Data A/S reserves the right of making a cancellation/return charge.

8. RISK

Any risk for goods delivered shall pass to the customer upon delivery.

9. Caveat Emptor – Duty To Examine The Goods

The customer shall examine carefully whether goods delivered are as agreed, and in so far as this is not the case, any claim shall, without undue delay and not later than eight days upon the date of delivery, be lodged in writing with Inter-Data A/S.

10. FAULTS AND DEFICIENCIES

In so far as no separate service agreement has been made, or the products have been supplied by producer with a more extensive warranty or right to claim, Inter-Data shall grant a two-year right to claim on all goods against presentation of invoice as documentation for the date of delivery. Any claim for faults and deficiencies shall be lodged immediately upon being found in writing with Inter-Data A/S prior to the expiry of the time allowed for claims.

Inter-Data A/S reserves the right to carry out within the claim period as far as possible remedying of faults and deficiencies at its own workshop or make replacement delivery.

Costs of delivering and returning goods for remedying of faults and deficiencies shall be paid by the customer.

If an item tested as faultless according to the fault description, a test charge of DKK 100.- excl. VAT per part shall be made.

If remedying of a fault or deficiency for which Inter-Data A/S is responsible is not performed within a reasonable time upon receipt of a claim in writing, the customer may cancel the agreement or demand a pro rata reduction in the purchase amount if the fault or deficiency found is of material importance to the customer, and Inter-Data A/S has been aware of this. Beyond this, no other fault and deficiency rights due to faults or deficiencies may be claimed with Inter-Data A/S, including any claim for compensation for direct or derived financial losses, consequential damage or loss of data.

Any claim against Inter-Data A/S arising from faults and deficiencies shall be limited in amount to the purchase price/invoicing price of the faulty item. No claims may thus be lodged due to any derived losses, consequential damage or loss of data.

11. PRODUCT LIABILITY

Inter-Data shall be liable to pay compensation for such product liability only which may be sustained by mandatory rules of law, and thus disclaims any further liability which cannot be sustained by this.

Unless otherwise expressly appearing from mandatory rules of law, Inter-Data A/S shall not be liable for any damage to property caused by deficiencies of the products and specific parts of same supplied if any such deficiency may be ascribed to gross negligence on the part of Inter-Data A/S. Any liability for damages which might rest with Inter-Data A/S shall include customer's direct losses only but not any derived losses, consequential damage or loss of data, and shall be limited in amount to the purchase price/invoice price of the products supplied.

12. COPYRIGHT

Customer shall be obliged to respect and meet the intangible rights and licence terms of Inter-Data A/S and of any subcontractors/subsuppliers applying at all times, and hereby undertake to comply with the rules of Danish law applying at all times for the handling of software.

13. RETENTION OF TITLE

Inter-Data A/S reserves the right of ownership of goods supplied until the full invoice amount, any default interest and any dunning charges have been paid. As long as the right of ownership has not passed to the customer, the customer shall not be entitled to lease, pledge or otherwise dispose of the goods supplied, apart from resale in a manner not jeopardising the Inter-Data A/S right of ownership.

14. DISPUTES

Any legal proceedings on any dispute on the agreement made shall be instituted at the Court of Silkeborg Denmark, and Danish law shall apply.