

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SUPPLY OF SERVICES

This Agreement is made between
Spectronic Denmark A/S trading as DTC, a company incorporated in Denmark, whose address is Haraldsvej 64B, DK-8960, RANDERS SØ, Denmark,
and company registered number is 13449848("Supplier");

and

the company issuing the purchase order for the Works (hereinafter the "Buyer").

Supplier and Buyer shall be known individually as "Party" and collectively as the "Parties".

1. Formation

- 1.1 Subject to any variation permitted under the Contract, the Contract will be upon these Terms and Conditions to the exclusion of all other terms and conditions, including any terms or conditions which Buyer purports to apply under any purchase order, confirmation of order or similar document.
- 1.2 Each order or acceptance of a quotation for Works will be deemed to be an offer by Buyer to purchase Works upon these Terms and Conditions. The Contract is formed when the order is accepted by Supplier, by way of a written acknowledgement of order. No contract will come into existence until a written acknowledgement of the order is issued by Supplier.
- 1.3 Acceptance of delivery of the Goods or commencement of the performance of the Services will be deemed conclusive evidence of Buyer's acceptance of these Terms and Conditions, even in cases where there has been no acknowledgement of order by Supplier in terms of clause 1.2.
- 1.4 Any quotation is valid for a period of thirty days only from its date (or such other period if specified in such quotation).
- 1.5 Buyer must ensure that the terms of its order and any Specification are complete and accurate.
- 1.6 Save as set out in the Contract, these Terms and Conditions may not be varied or amended except in writing and signed by a duly authorised officer of each Party.

2. Miscellaneous

- 2.1 If any provision or part provision of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect. The Parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the illegal, invalid or unenforceable provision which as nearly as possible gives effect to their intentions as expressed in the Contract.
- 2.2 No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 2.3 Supplier may assign, delegate, license, hold on trust or subcontract all or any part of its rights or obligations under the Contract.
- 2.4 The Contract is personal to Buyer who may not assign, delegate, license, hold on trust or subcontract all or any of its rights or obligations under the Contract without Supplier's prior written consent.
- 2.5 The Contract is entered into by Supplier on the one side and Buyer on the other side, and only these Parties derive rights and obligations from the Contract and are entitled to institute legal proceedings against each other in relation to any non-compliance of the Contract, including these Terms and Conditions.
- 2.6 The Contract and the Specification contain all the terms which Supplier and Buyer have agreed in relation to the Works and supersede any prior written or oral agreements, representations or understandings between the Parties relating to such Works. Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Supplier which is not set out in the Contract or Specification. Nothing in this clause will exclude any liability which one Party would otherwise have to the other Party in respect of any statements, promises or representations made fraudulently.
- 2.7 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract or of any non-contractual obligations arising out of or in connection with it will be governed by Danish law with the exclusion of the United Nations Convention on the International Sale of Goods (CISG), and the Parties submit to the exclusive jurisdiction of the Danish courts to settle any dispute or claim arising.

3. Notices

- 3.1 Any notice or demand in connection with the Contract will be in writing and may be delivered by hand, by prepaid first class post or other next working day delivery service, by commercial courier, by fax or email, addressed to the recipient at its registered office (or such other address or person which the recipient has notified in writing to the sender in accordance with this clause.)
- 3.2 The notice, demand or communication will be deemed to have been duly served:
 - 3.2.1 if delivered by hand, at the time of delivery;
 - 3.2.2 if sent by prepaid first class post or other next working day delivery service at 9.00am on the second Business Day after posting;
 - 3.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - 3.2.4 if sent by fax or email one Business Day after transmission.
- 3.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

4. Price and Payment

- 4.1 The price for the Works will be the price set out in the acknowledgement of order and is exclusive of any:
 - 4.1.1 costs of packaging and carriage of the Goods; and
 - 4.1.2 value added tax or other applicable sales tax or duty which will be added to the sum in question.
- 4.2 Supplier shall be entitled to increase the price of the Works following any changes in the Specification made at the request of Buyer and agreed by Supplier or to cover any associated costs in complying with any new applicable safety or other statutory or regulatory requirements.
- 4.3 Subject to clause 4.6, Supplier may invoice Buyer for the Goods at such time as set out in the acknowledgement of order or at any time after delivery and for the Services on or at any time after performance commences and payment is due in cleared funds in the currency specified by Supplier within thirty days of the date of such invoice.

- 4.4 All payments to be made by Buyer under the Contract will be made in full without any set-off, counterclaim, deduction or withholding except as required by law. Supplier may, without limiting its other rights or remedies, set off any amount owing to it by Buyer against any amount payable by Supplier to Buyer.
- 4.5 If any sum payable under the Contract is not paid when due then, without prejudice to Supplier's other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at three per cent per annum over Barclays Bank plc base rate from time to time
- 4.6 Where stated in Supplier's quotation, payment shall be made by Buyer as follows:
 - 4.6.1 a prepayment of 100% of the total Contract price shall be payable on receipt of the Supplier's pro-forma invoice. Payment of such sum shall be made by Buyer to Supplier by either bank transfer or by banker's draft, in each case Buyer is to ensure that the sum is received in cleared funds in the Seller's account within 30 days of the date of the pro-forma invoice.

5. Confidentiality

- 5.1 A Party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 5 shall survive termination of the Contract.

6. Intellectual Property

- 6.1 Subject to the pre-existing rights of third parties, all Intellectual Property Rights generated under the Contract in any Works shall vest in and be the exclusive property of Supplier.
- 6.2 No right or licence is granted to Buyer in respect of the existing or future Intellectual Property Rights of Supplier, except the right to use the Goods, or resell the Goods (excluding the Software which may only be sub-licensed), or use the Services in each case in Buyer's ordinary course of business and, in the case of the Software, solely for the purpose of the use of the Works.
- 6.3 Buyer will not without Supplier's prior consent allow any trademarks of Supplier or other words or marks applied to the Works to be obliterated, obscured or omitted nor add any additional marks or words.

7. Force Majeure

- 7.1 Supplier shall be under no liability for any delay or failure to perform in the event that the manufacture, supply or delivery of the Works is prevented or delayed by any acts, events, omissions, happenings or non-happenings beyond Supplier's reasonable control and such event is categorised as force majeure pursuant to Danish law.
- 7.2 Supplier shall notify Buyer of any circumstances arising under clause 7.1 and if such circumstance prevails for more than 3 months then either Party shall have the option by giving notice in writing to the other to bring the Contract to an end.

8. Non-Solicitation

- 8.1 Neither of the Parties shall, during the continuance of the Contract or for a period of 6 months thereafter, procure or induce or attempt to procure or induce (either on its on behalf or on behalf of any other person, firm or company) any senior employee, officer or other personnel of the other Party who has been directly involved in the Contract to leave the employment of that Party.

9. Termination

- 9.1 Either Party may by notice in writing served on the other Party terminate the Contract immediately if that other Party:
 - 9.1.1 commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 9.1.2 (a) is unable to pay its debts as they fall due or becomes insolvent, or admits inability to pay its debts as they fall due, (b) enters into bankruptcy, suspension of payments, a compulsory and/or voluntary arrangement with its creditors, or shall cease or threaten to cease to carry on its business, (c) any insolvency, bankruptcy, reorganisation, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings are initiated by or against the Party, and/or (d) an encumbrancer taking possession of or selling, the whole or part of the Party's undertaking, assets, rights or revenue;
 - 9.1.3 has any warrant of execution or other process levied or enforced on any of its property; or
 - 9.1.4 ceases to trade or appears in the reasonable opinion of the other Party likely to cease to trade.
- 9.2 Supplier may by notice in writing served on Buyer terminate the Contract immediately if:
 - 9.2.1 Buyer has a change in its senior management and/or control meaning a change in the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Buyer, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise, as further defined by the Danish Companies Act;
 - 9.2.2 the equivalent of any of clauses 9.1.2 to-9.1.4 or 9.2.1 occurs to Buyer under the jurisdiction to which Buyer is subject; or
 - 9.2.3 Buyer commences the manufacture of any goods which are similar to or may compete with the Goods.
- 9.3 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either Buyer or Supplier accrued prior to termination and the conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 9.4 Supplier will be entitled to suspend any deliveries or performance otherwise due to occur following service of a notice specifying a breach under clause 9.1.1, Buyer becomes subject to any of the events listed in clause 9.1.2 to 9.1.4 or if Buyer fails to pay any amount due under the Contract, or any other agreement between Buyer and Supplier, on the due date for payment.
- 9.5 All sums payable to Supplier under the Contract will become due immediately upon termination of the Contract.

10. Limitation of Liability

- 10.1 Nothing in the Contract shall limit or exclude Supplier's liability for:
 - 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 10.1.2 fraud, theft, negligent or fraudulent misrepresentation by it or its employees or wilful misconduct;
 - 10.1.3 for product liability arising under applicable law;
 - 10.1.4 for gross negligence or intent; or
 - 10.1.5 any other matter for which it would be illegal for Supplier to exclude or limit or attempt to exclude or limit its liability.

- 10.2 Subject to clause 10.1:
- 10.2.1 Supplier shall under no circumstances whatever be liable to Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 10.3 Supplier's total liability to Buyer in respect of all other losses arising under or in connection with each Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of 115% of the amount paid by Buyer to Supplier under that Contract or £10,000.
- 10.4 Supplier shall be in breach of its obligations under the Contract, only, if (i) the Works do not conform with the Specifications, or (ii) Supplier does not provide them in accordance with the Contract, including at the agreed time, or at the reasonable expectations of an experienced buyer acting reasonably under all circumstances based on the Contract and industry standards, all in accordance with the ordinary rules of Danish law.
- 10.5 This clause 10 shall survive termination of the Contract.

11. Export/Import

- 11.1 The Works (including, without limitation, any Software) may be subject to applicable export or import laws and regulations worldwide (collectively, "**Export/Import Law**").
- 11.2 Buyer agrees to comply strictly with all Export/Import Laws applicable to the Works. Buyer shall promptly notify Supplier of any authorisation requirements under Export/Import Laws that may apply to delivery of the Works to Buyer site(s).
- 11.3 Buyer acknowledges and agrees that the Works shall not be exported, re-exported, trans-shipped or otherwise transferred to any country for which the United States and/or the European Union maintains an embargo.

12. Resale

- 12.1 Buyer represents and warrants that it shall not, without the express prior written approval of Supplier, resell the Works in exactly the same condition in which they were supplied by Supplier at the Delivery Point. Supplier may make approval subject to such conditions as Supplier shall, in its discretion, deem appropriate, including but not limited to, informing Supplier of each occasion on which Buyer resells the Works. For the purposes of this clause, resale shall not include where Buyer integrates the Works or explicitly provides such Works as part of a larger Buyer solution or system for onward sale.

13. Quantity and Description of the Goods

- 13.1 The quantity and description of the Goods will be as set out in Supplier's acknowledgement of order.
- 13.2 All samples, drawings, data sheets descriptive matter, specifications (other than the Specification) and advertising issued by Supplier (or the manufacturer of the Goods) and any descriptions or illustrations contained in Supplier's or manufacturer's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods represented by or described in them. They will not form part of the Contract and this is not a sale by sample.
- 13.3 Supplier may make any changes to the Specification, design, materials or finishes of the Goods which:
- 13.3.1 are required to conform with any applicable safety or other statutory or regulatory requirements; or
- 13.3.2 do not materially affect their quality or performance.

14. Delivery of the Goods

- 14.1 Unless otherwise expressly specified in the written acknowledgement of order, delivery of the Goods will be made ex-works as defined in INCOTERMS 2010.
- 14.2 Supplier may deliver the Works by separate instalments or perform any Services in stages. Each separate instalment or stage will be invoiced and paid for in accordance with the provisions of the Contract.
- 14.3 Each instalment or stage will be a separate Contract and no cancellation or termination of any one Contract relating to an instalment or stage will entitle Buyer to repudiate or cancel any other Contract, instalment or stage.
- 14.4 Supplier will use reasonable endeavours to deliver the Goods within the time agreed when Buyer places an order and Supplier provides the acknowledgement of order. If Supplier fails to deliver the Goods for a period of more than 120 days after the date agreed for delivery, its liability shall be limited to the costs and expenses incurred by Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by force majeure (as described in clause 7), Buyer's failure to provide Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 14.5 Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for loading the Goods.
- 14.6 If Buyer fails to take delivery of any of the Goods when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Goods to be delivered on time (except solely on account of Supplier's default), the Goods will be deemed to have been delivered on the due date and (without prejudice to its other rights) Supplier may store or arrange for storage of the Goods until actual delivery or sale in accordance with this clause and charge Buyer for all reasonable related costs and expenses (including, without limitation, storage and insurance).

15. Risk/Ownership

- 15.1 Risk of damage to or loss of the Goods will pass to Buyer on delivery (or deemed delivery in accordance with clause 14.5).
- 15.2 Ownership of the Goods (excluding Software) will not pass to Buyer until Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:
- 15.2.1 the Goods; and
- 15.2.2 all other sums which are or which become due to Supplier from Buyer on any account.
- 15.3 Until ownership of the Goods (excluding Software) has passed to Buyer, Buyer must:
- 15.3.1 hold the Goods on a fiduciary basis as Supplier's bailee;
- 15.3.2 store the Goods (at no cost to Supplier) separately from all other Goods of Buyer or any third party in such a way that they remain readily identifiable as Supplier's property;
- 15.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 15.3.4 maintain the Goods in satisfactory condition insured on Supplier's behalf for their full price against all risks to the reasonable satisfaction of Supplier, and will whenever requested by Supplier produce a copy of the policy of insurance.
- 15.4 Buyer may resell the Goods (or, in the case of the Software, sublicense the Software) before ownership has passed to it solely on the following conditions:
- 15.4.1 any sale will be effected in the ordinary course of Buyer's business at full market value and Buyer will account to Supplier accordingly; and
- 15.4.2 any such sale will be a sale of Supplier's property on Buyer's own behalf and Buyer will deal as principal when making such a sale.

- 15.5 Buyer's right to hold the Goods will terminate immediately if any of the circumstances set out in clause 9.1 or 9.2 occur.
- 15.6 Supplier will be entitled to recover payment for the Goods notwithstanding that title in any of the Goods has not passed from Supplier.
- 15.7 Buyer grants Supplier, its agents and employees an irrevocable licence and provision at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where Buyer's right to possession has terminated, to recover them.
- 15.8 Where Supplier is unable to determine whether any Goods are the goods in respect of which Buyer's right to possession has terminated, Buyer will be deemed to have sold all goods of the kind sold by Supplier to Buyer in the order in which they were invoiced to Buyer.
- 15.9 On termination of the Contract, howsoever caused, Supplier's (but not Buyer's) rights contained in this clause 15 will remain in effect.

16. Warranty of the Goods

- 16.1 Supplier will, free of charge, within a period of twelve months, or ninety days for contracts agreed for the repair of client owned Goods originally supplied by the Supplier, each period commencing from the date of dispatch of Goods, which are proved to the reasonable satisfaction of Supplier to not comply with specification due to defects in material, workmanship or design (other than a design made, furnished or specified by Buyer), repair, or at its option replace, such Goods. This obligation will not apply where:
 - 16.1.1 Non-compliance is attributable to any fair wear and tear relating to the Goods;
 - 16.1.2 The Goods have been improperly altered in any way whatsoever, or have been subject to misuse or unauthorised repair;
 - 16.1.3 The Goods have been improperly installed or connected;
 - 16.1.4 Any maintenance requirements relating to the Goods have not been complied with;
 - 16.1.5 Any instructions as to storage of the Goods have not been complied with in all respects; or
 - 16.1.6 Buyer has failed to notify Supplier of any defect or suspected defect within fourteen days of the delivery where the defect should be apparent on reasonable inspection, or within fourteen days of the same coming to the knowledge of Buyer where the defect is not one which should be apparent on reasonable inspection, and in any event no later than twelve months from the date of delivery or performance.
- 16.2 Supplier's obligation under clause 16.1 is subject to the Goods being returned, if Supplier so requires, by Buyer to Supplier carriage paid. Supplier will refund to Buyer the cost of carriage on the return of any such defective Goods if Buyer's warranty claim is substantiated to the reasonable satisfaction of Supplier, and will deliver any repaired or replacement Goods to Buyer at Supplier's own expense.
- 16.3 Any Goods which have been replaced will belong to Supplier. Any repaired or replacement Goods will be liable to repair or replacement under the terms specified in this clause for the unexpired portion of the twelve month period from the original date of delivery of the replaced goods process.

17. Quantity and Description of the Services

- 17.1 The quantity and description of the Services will be as set out in Supplier's acknowledgement of order.
- 17.2 All samples, drawings, descriptive matter, specifications and advertising issued by Supplier and any descriptions or illustrations contained in Supplier's or manufacturer's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services represented by or described in them. They will not form part of the Contract.
- 17.3 Supplier may make any changes to the Specification which:
 - 17.3.1 are required to conform with any applicable safety or other statutory or regulatory requirements; or
 - 17.3.2 do not materially affect their quality or performance.

18. Performance of the Services

- 18.1 Supplier warrants to Buyer that the Services will be provided using reasonable skill and care.
- 18.2 Supplier will use reasonable endeavours to deliver and perform each of Buyer's orders for the Services within the time agreed when Buyer places an order and Supplier provides the acknowledgement of order and, if no time is agreed, then within a reasonable time, but the time of performance will not be of the essence.
- 18.3 If Buyer fails to provide any instructions, documents, licences or authorisations required to enable the Services to be performed on time (except solely on account of Supplier's default), the Services will be deemed to have been performed on the due date.
- 18.4 Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Supplier shall notify Buyer in any such event.

19. Warranty for the Services

- 19.1 Supplier will, free of charge, within a period of twelve months from the date of performance of Services which are proved to the reasonable satisfaction of Supplier to not comply with Specification due to defects in workmanship repair or, at its option, re-perform such Services. This obligation will not apply where Buyer has failed to notify Supplier of any defect or suspected defect within fourteen days of the delivery where the defect should be apparent on reasonable inspection, or within fourteen days of the same coming to the knowledge of Buyer where the defect is not one which should be apparent on reasonable inspection, and in any event no later than twelve months from the date of delivery or performance.

20. Definitions and Interpretation

- 20.1 In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

"Business Day"	any day other than a Saturday or Sunday or a public or bank holiday in the country that Supplier is located.
"Contract"	any contract between Supplier and Buyer for the sale and purchase of the Works formed in accordance with clause 1.
"Delivery Point"	the place where delivery of the Goods is to take place under clause 14.1.
Goods"	any goods which Supplier supplies to Buyer (including any of them or any part of them) under a Contract including the Software.
"Intellectual Property Rights"	all intellectual and industrial property rights including copyright, rights affording protection similar to copyright, rights in databases, patents and rights in inventions, know-how, trade secrets and other rights in confidential information, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions.
"Services"	any services which Supplier provides to Buyer (including any part of them).
"Software"	the Supplier's Software and the Third Party Software.
"Specification"	the description or specification for the Works provided in writing by Supplier to Buyer.

“Supplier’s Software” the Supplier’s software either specified in a Contract or supplied with the Goods.
“Terms and Conditions” the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Parties.
“Third Party Software” software (other than the Supplier’s Software) which is specified in a Contract or supplied with the Goods.
“Works” Goods or Services or both as the context may require.

20.2 The headings in these Terms and Conditions are for convenience only and will not affect their construction or interpretation.