Terms of Sale and Delivery for ALSO A/S

1. General scope:
These Terms of Sale and Delivery apply to all offers, quotations, sales and deliveries unless otherwise agreed in writing between the parties. A contract concluded by an ALSO A/S salesperson will only be binding on ALSO A/S when it has been approved by ALSO A/S's head office.

2. Prices:
All prices are stated in Danish kroner (DKK) and are exclusive of VAT. ALSO A/S's prices are stated in ALSO A/S's current price list at any given time or in a specific quotation, which will also contain information about delivery costs charged by ALSO A/S as a result of changes in exchange rates, customs duties, taxes, excise duties etc. regarding the agreed delivery.

If the manufacturer of a product offers special pricing for projects for specific end users, the buyer must provide ALSO A/S with a copy of the document confirming delivery of the products to the end user as well as a copy of the invoice issued to the end user within ten days of ALSO A/S's request for such documentation. The buyer is obliged to comply with the guidelines issued by both the manufacturer in question and ALSO A/S for such projects. This also applies in the period in which information from these projects is stored in accordance with commercial and fiscal legislation and regulation. If the buyer fails to comply with the guidelines of ALSO A/S or the manufacturer in question, ALSO A/S is entitled to invoice the buyer for any wrongfully charged or paid amount, and ALSO A/S and/or the manufacturer may exclude the buyer from participation in future projects.

3. Terms of payment:
Payment must be made no later than on the date stated on the invoice as the final due date. As a general rule, payment must be made net cash. If a final due date has not been specified, payment must be made in cash on delivery. ALSO A/S is entitled to charge interest at 2% per month and reminder fees for the overdue amount until it has been paid if payment is not made on the final due date. Payments made by the buyer will first be used to write off accrued due interest and costs. The remainder will then be deducted from the debt. The buyer is not entitled to offset any counterclaims against ALSO A/S which have not been accepted in writing by ALSO A/S, nor does the buyer have any right to withhold any part of the purchase price due to counterclaims of any kind. If delivery is postponed due to the buyer's circumstances of any kind, the buyer is obliged to make payment to ALSO A/S as if delivery had been made at the agreed time. ALSO A/S may derogate from this by written notice.

4. Retention of title:
ALSO A/S retains the title to delivered products until the whole purchase price, including delivery costs, as well as any interest and costs have been paid in full.

5. Terms of delivery:
Delivery is made ex warehouse at ALSO A/S's address. Delivery is made for the buyer's account unless it is expressly stated that the delivery costs are included in the price. The delivery costs (freight, postage, packing etc.) are stated in ALSO A/S's current price list in force at any given time. Materials marked as special handling will carry additionally 75 DKK. The delivery time is

fixed by ALSO A/S at ALSO A/S's best estimate based on the existing circumstances when the quotation was made or the agreement was entered into. ALSO A/S cannot be held liable for any delay in deliveries, but ALSO A/S will always endeavour to make delivery on time. If a product has not been collected within seven days from the invoice date, ALSO A/S reserves the right to levy a handling and freight charge of DKK 500.00 per order. Transport insurance is charged as four per mille of the invoiced amount for the products. All orders below DKK 2,500.00, exclusive of VAT, are subject to a minimum order processing fee of DKK 75.00.

6. Import and export regulations:
All products, spare parts, technical data, software and documentation may be covered by import and export acts, rules and regulations, including, but not limited to, regulations from Denmark, the European Union, the United States and the importing country in question in the event that the buyer exports the products. The buyer is obliged to comply with all import and export legislation and regulation and to obtain all necessary statutory permissions and/or licences.

7. Ordering errors:
Returns of products are generally not accepted. In special cases, products may be returned and orders may be cancelled by prior written agreement and only for stock products in unopened original packaging. Orders for commissioned products as well as PC and Notebook orders cannot be cancelled, and no returns are accepted for such products. ALSO A/S reserves the right to charge a return fee of 15% of the invoice value (however, minimum DKK 350.00) for return of products/cancellation of orders. The products are credited at current prices.

8. Product information:
The products are sold subject to errors and changes in information in brochures and other sales material. No claims can be made against ALSO A/S for any such errors and changes.

9. Product changes:
ALSO A/S reserves the right to change the products or parts thereof without notice if this is done at no functional inconvenience to the buyer.

10. Intellectual property rights:
All product trademarks are and will remain the property of the respective copyright holders. Any use of these trademarks requires prior permission from the respective copyright holders. All use and delivery of software is governed by the licence agreement for the product. Software included in the delivery/product is transferred to commercial buyers with a view to a single resale and to consumers solely for the purpose of use, which means that consumers are not allowed to copy or transfer the software to others for their use*. A right to repeated use of the software requires a special written agreement with the licensor in question.

ALSO A/S disclaims any liability for the buyer's infringement of intellectual property rights in the event that the products are exported out of the country in which ALSO A/S has delivered the products, as ALSO A/S cannot guarantee the buyer that the rights to use the product in the country in question are covered by the licence agreement. *depending on the licence agreements in question.

11. Defects and complaints:
On delivery, the buyer must immediately inspect the products sold in accordance with generally

accepted business practices. If the buyer wants to claim a defect, the buyer must immediately, and no later than 48 hours from receipt of the products, notify ALSO A/S in writing and state the nature of the defect. If the buyer has discovered, or should have discovered, the defect and fails to submit a complaint in accordance with the above, the buyer cannot subsequently claim the defect. ALSO A/S may freely choose to remedy the defect or make a replacement delivery.

Changes or modifications to the purchased products without ALSO A/S's written consent will exempt ALSO A/S from any liability and obligation. If ALSO A/S so requests, the buyer must return the claimed defective product to ALSO A/S in its original packaging for the buyer's account and risk immediately after the complaint. ALSO A/S reserves the right only to receive the claimed defective part at any given time. If ALSO A/S has undertaken to provide service under a separate service agreement, the service obligation only comprises the products sold. ALSO A/S reserves the right to test products which are claimed to be defective. If, after such testing, ALSO A/S finds that the product is OK, it must be expected that the product will be returned with an invoice for work performed. ALSO A/S will only make any replacement delivery or credit an amount after having tested the product.

Replacement: The product is replaced with an equivalent product and in the same quantity as that returned.

12. Limitation of liability:
Any claim for damages against ALSO A/S cannot exceed the invoice amount for the item sold. ALSO A/S's liability is limited to direct losses, and ALSO A/S is not liable for consequential loss, loss of profit or other indirect losses. ALSO A/S is not liable for delays or defects that are due to remedial action or replacement, or attempts at this. ALSO A/S is exempt from liability if the following circumstances prevent the performance of the purchase or render performance thereof unreasonably onerous.

Labour disputes or other circumstances beyond the parties' control, such as fire, war, mobilisation or the like, requisitioning, seizure, currency restrictions, riot and civil unrest, shortage of means of transportation, general scarcity of goods, restrictions on fuel as well as defects or delays in deliveries from sub-contractors caused by any of the circumstances stated in this clause or any other circumstances which have significantly hampered ALSO A/S's performance of the agreement.

Any such circumstances which occurred before the quotation was made or the agreement was entered into will only result in exemption from liability if their impact on the performance of the agreement could not have been foreseen at the time in question. The products are designed for ordinary commercial use. Use of the products in critical systems, including security, nuclear or military facilities/installations, supply activities, life-preserving installations or for the manufacture of weapons is not allowed unless written permission is obtained from the manufacturer in question.

13. Product liability:
Unless otherwise follows from mandatory product liability rules in Danish law, the following restrictions apply: ALSO A/S is only liable for damage caused by a product delivered by ALSO A/S to the extent to which it can be proved that the damage was caused by error or omission on the part of ALSO A/S.

14. Assignment of rights and obligations:
ALSO A/S is entitled to assign all rights and obligations under the agreement to a third party.

15. Disputes:
Any dispute between ALSO A/S and the buyer must be settled in accordance with Danish law and with Copenhagen City Court/the Eastern High Court as the proper venue.