

General terms and conditions

1. SCOPE OF APPLICATION

General Terms and Conditions apply to all Lykketronic A/S (Lykketronic) quotations, deliveries and other services unless these are specifically waived wholly or partially in a separate written agreement. These conditions take precedence over any conditions in the purchase order/request, including the Purchaser's standard conditions.

2. QUOTATIONS

Unless otherwise agreed, quotations are valid for 30 days from when the quotation is made.

Subject to the goods being unsold. Quoted prices apply on condition that the delivery time specified by the Purchaser does not exceed six months after the date of the quotation. The receiver of the quote is responsible for checking that the quotation received is accurate, in terms of quantity and specifications. Lykketronic does not accept liability for mistakes or deficiencies in the Purchaser's specifications.

3. ORDERS

Agreements are accepted when the Purchaser's order has been confirmed in writing by Lykketronic. Order confirmation also confirms the order's contents. Cancellation or changes to an order require Lykketronic's written acceptance, subject to terms and conditions laid down by Lykketronic in the acceptance. Lykketronic reserves the right to alter prices when the product specifications are altered. Lykketronic also reserves the right to invoice the Purchaser for those expenses related to product specification changes, including stock, allocated components and goods in production.

4. PRICES

Quoted prices are fixed on acceptance within the acceptance date. All prices are delivery Ex Works, excluding VAT and other expenses. Standard quoted prices in the quotation are in accordance with the valid price list/quotation and delivered Ex Works, excluding fees based on the entire order. Lykketronic reserves the right to change prices for part-orders. Prices are subject to tax, duties, charges etc, as well as transport and other costs, subject to point 7. For orders to the value of less than DKK 1,000, a separate handling charge of DKK 75 will apply. If invoicing is in Euros, orders to the value of € 150 or less require a separate handling charge of € 10. The Purchaser cannot under any circumstances refuse to pay or off-set payment. Should the Purchaser, at the agreed delivery date, be in arrears with the due payment for a previous delivery from Lykketronic, or should the Purchaser not have made pre-payment/bank guarantees (paid before production is started), Lykketronic shall be entitled, as it sees fit, either to postpone delivery without prior notice, or to terminate all agreements with the Purchaser. Lykketronic reserves the right to compensation from the Purchaser for any losses and, without having to document a breach of contract, to claim a cancellation fee from the Purchaser. Orders for individually produced goods cannot be cancelled or returned.

5. DELIVERY

All deliveries shall be made in accordance with Incoterms 2000 - Ex Works. Lykketronic delivery times are approximate. In the event of circumstances where Lykketronic estimates that a given delivery time cannot be met, or that a delivery delay will occur, the Purchaser will be notified of the delay and the new delivery date. Lykketronic is not liable for business interruption, loss of earnings or any other indirect loss to the Purchaser or his clients that may follow from a delay in delivery. However should the Purchaser be able to document other losses as a result of a delayed delivery from Lykketronic, Lykketronic can be held accountable for said losses to an amount of 1% per week, and up to a maximum of 5%, of the value of Lykketronic's delayed delivery (limited to a max. value of DKK 35,000), which the Purchaser cannot use as intended, in accordance with point 7.

6. PACKAGING

Re-usable packaging, which is not calculated separately, is not debited. Unless Lykketronic's invoice specifically states the opposite, separately calculated re-usable packaging is debited to the invoiced value if, returned undamaged with postage paid within 3 months from the delivery date.

7. EXTRAORDINARY CIRCUMSTANCES

All deliveries will be carried out to the agreed price and delivery date, though Lykketronic is not liable for any changes caused by circumstances beyond its control (force majeure), which may occur after an order has been placed and which significantly change the conditions of the agreement in relation to the original order's conditions. Circumstances include, but are not limited to, the following: Work conflicts at Lykketronic or at their suppliers, changes in public taxes or levies, exchange rate restrictions, changes in exchange rates, fire, war, civil disorder and natural catastrophes.

8. PAYMENT

Unless otherwise stated in the invoice or order confirmation, deliveries must be paid for in cash on delivery. Failure to meet a payment deadline will result in an obligation to pay interest of 1.5% of the due amount from the start of the month, including previously ascribed interest rate amounts. Withholding or setting-off payment can only occur if there is a counterclaim, which Lykketronic has accepted.

9. OWNERSHIP

Lykketronic retains ownership of delivered goods until full payment has been made.

10. RESPONSIBILITY FOR DEFICIENCIES

If, within 12 months from delivery, it is deemed that there are faults or deficiencies with any of the products delivered by Lykketronic, due to faulty construction, manufacturing or materials, Lykketronic will - based on a timely claim - repair or replace the defective part at no extra charge. The Purchaser pays postage for the return of a defective part(s) to Lykketronic, whereupon the part(s) will be repaired as quickly as possible under normal working hours. Lykketronic reserves the right to deliver replacement goods instead of repairing the defective goods. Replacements or repairs are returned by Lykketronic postage paid. Re-fitting costs are the responsibility of the Purchaser. Lykketronic accepts no responsibility for other kinds of faults and deficiencies, and is not liable for any other kind of replacement or repair or compensation of any kind. Lykketronic is not liable for delay, loss, interruption to business or any other indirect loss that may follow from faulty delivery. The Purchaser can under no circumstances make demands for a discount. Lykketronic's warranty is voided when original replacement components are not used.

11. CLAIMS

Claims of any kind after delivery must be made without undue delay. Claims concerning deficiencies, which could not be noticed during a check of the delivery, must be made in writing to Lykketronic as soon as the deficiency has been discovered.

12. PRODUCT LIABILITY

If Lykketronic delivered a product covered by this Agreement, which causes direct physical injury to a person(s) or good(s), and the injury was solely caused by a deficiency of the product in question, Lykketronic accepts responsibility only to the extent that Lykketronic agrees to do so by settlement, or is required to do so by a competent court in accordance with Danish Law. To the extent that Lykketronic may be held to its product liability by a Third Party, the Purchaser is obliged to indemnify Lykketronic, such that Lykketronic's liability is limited to what it would be if the General Terms and Conditions were to apply to the Third Party.

13. ONE-TIME CHARGES

A one-time charge is applied to start new orders not previously produced by Lykketronic, and for orders that require shorter delivery times than those agreed, and where adjustment of production at Lykketronic is required.

14. INTELLECTUAL PROPERTY RIGHTS

Copyright to the software delivered with or as part of the Lykketronic product belongs to Lykketronic, unless otherwise specifically agreed upon. Thus, the Purchaser only has the right to use the software or sell the software as part of the product delivered by Lykketronic. Unless otherwise agreed, the Purchaser only has the right to such documentation and the like, as is needed to operate the product normally and as intended. Lykketronic is not liable for breach of Third Party rights, insofar as the breach in question can be attributed to the Purchaser's required specification. If the Purchaser breaches the applicable conditions, a fine of DKK 500,000 will be charged for every single breach.

15. PURCHASER'S BREACH OF CONTRACT

If the Purchaser fails to meet a single outstanding payment, this will be considered a material breach of all outstanding payments, which will then be considered due for payment regardless of granted credit.

16. DISPUTES

Any and all disputes that may arise between the Purchaser and Lykketronic in connection with entering and interpreting the present Agreement shall be decided according to Danish law, and the associated customs and practices thereof. Danish International Private Law is not applicable. Unless otherwise stated by Danish Law, the applicable venue for such proceedings shall be the local judicial venue of Lykketronic.