

General terms and conditions

DSE Monitoring, UK, VAT number xxxx

1.0 General terms and conditions

- 1.1. These General Terms and Conditions of Sale, Delivery and Service shall apply to all contracts of sale of products and/or services entered into by DSE Monitoring ("DSE") and a purchaser ("Buyer"). Any other terms and conditions are excluded unless otherwise agreed in writing.

2.0 Price, quotation and acceptance

- 2.1. All prices stated in quotations and order confirmations are in POUNDS (GBP) and shall be exclusive of VAT. Unless otherwise specified in the quotation or order confirmation, the prices do not include any storage or services related to the products (including without limitation installation, travel, consultation, evaluation or maintenance).
- 2.2. DSE shall not be liable for any misprints, erroneous calculations or any other errors in quotations made.
- 2.3. All quotations made by DSE shall be subject to acceptance within thirty (30) days of the date of the quotation. DSE reserves the right at any time to withdraw any quotation not yet accepted.
- 2.4. Any order received by DSE shall be deemed to be accepted only when DSE has issued a written order confirmation.

3.0 Terms of payment

- 3.1. Unless otherwise stated in the quotation, order confirmation or invoice, the terms of payment shall be thirty (30) days net cash from the date of the invoice. DSE shall retain title in products delivered until it has received payment in full.
- 3.2. In the event of overdue payment, interest shall be charged on the amount due at a rate of two (2) per cent per commenced month as from the due date (or, if lower, the maximum rate permitted by law).
- 3.3. The Buyer may not set off any amounts without DSE's prior consent.
- 3.4. Without prejudice to any other rights it may have, DSE may terminate the contract immediately: (a) if payment has not been received more than fourteen (14) days after the due date; or (b) in the event of a material adverse change in the Buyer's financial condition, including if any bankruptcy or similar proceedings are commenced against the Buyer.
- 3.5. Unless otherwise agreed - upon dispatch of hardware, the associated software license will be invoiced for the remainder of the year. DSE will provide a fair amount of time for the Buyer to install the equipment. In connection with placement of larger orders, DSE reserves the right to invoice partial deliveries.

4.0 Delivery

- 4.1. Delivery shall be Ex-works (Incoterms 2020).
- 4.2. Product may be subject to export controls and the delivery is then conditional upon the issuance of the required export authorization. If DSE has informed the Buyer that products are subject to export control, and the Buyer wishes to export the products, Buyer must comply with all applicable export control laws and inform DSE of the end customer and final destination.

5.0 Time of delivery

- 5.1. All delivery times indicated shall be approximate times of delivery for the products and non-binding unless DSE has accepted a specific time of delivery.
- 5.2. Where DSE fails to deliver products at the agreed time of delivery, the Buyer shall submit a written demand for delivery to DSE.
- 5.3. The Buyer shall be entitled to cancel the contract for the relevant delivery if DSE fails to deliver the products within thirty (30) days of the Buyer's demand. The Buyer shall not be entitled to any other remedies for breach in the event of the delayed delivery.

6.0 Duty to complain and duty to inspect

- 6.1. The Buyer undertakes to inspect the products delivered immediately on receipt to ensure, (a) that the number of items received is as agreed; (b) that the description on the packaging is as agreed; and (c) that no visible damage has been caused to the products delivered and that the products delivered are not defective in any way.
- 6.2. The Buyer shall notify DSE (a) immediately if the number of items received is different from the number agreed and (b) within seven (7) days of the receipt of the products delivered if they do not match the description on the packaging or if visible damage has been caused to the products delivered or such are defective in any other way. The Buyer shall also immediately notify the carrier of any damage in transit by making a corresponding note on the transport document. The Buyer shall not be entitled to make claims at a later date in respect of any defects which could have been found by inspection in accordance with Clause 6.1.

6.3. Without prejudice to Clause 6.1, the Buyer waives any right to claim for defects if the claim is not made as soon as possible after the Buyer has detected or could have detected such defect.

7.0 Sales and product information

7.1. Quotations, drawings, descriptive material and similar documents shall not, without the consent of DSE, be copied, reproduced or made available to any third party.

7.2. DSE shall retain the rights in quotations, drawings, descriptive material and similar documents submitted to the Buyer prior to, during and after the conclusion or expiry of the contract.

8.0 Warranty

8.1. Products shall be covered by a 24-month warranty from the date of delivery unless an extended warranty has been agreed upon. The warranty shall cover any defects in workmanship or materials. Installation costs are not covered by warranty.

8.2. If any defect is found within the warranty period and duly notified to DSE, the Buyer shall return the defective products to DSE DDP Incoterms 2020. DSE shall subsequently, at its sole discretion, neither repair the products returned, refund the price or make a replacement delivery provided that the defects found in the products are covered by the warranty. DSE shall assume ownership of any parts replaced. The cost of returning products repaired or replaced under the warranty shall be borne by DSE. However, if the defect resulted from any of the cases mentioned in Clause 8.4, DSE shall be entitled to charge its usual rates for repaired or replaced products, plus a reasonable fee for work performed in investigating the claimed defect. In such a case, the Buyer will bear the return costs in respect of the repaired or replaced products.

8.3. The Buyer shall be entitled to terminate the Contract and demand crediting of the price of the defective product if DSE fails to remedy a defect in accordance with Clause 8.2 within a reasonable period of time. The Buyer shall not be entitled to any other remedies for breach of contract.

8.4. DSE's warranties shall not apply in any of the following cases:

- i. products that are defective or damaged by negligence or accident or by other circumstances beyond DSE's reasonable control;
- ii. products that have been improperly stored, commissioned, installed, used, repaired, maintained or altered by Buyer or a third party (including without limitation otherwise than in accordance with any instructions, manuals, specifications or other documentation provided by DSE, or in the absence of such documentation, generally accepted industrial practice);
- iii. normal wear and tear; and
- iv. products, which have been used after discovery of a defect.

9.0 Service and repairs

9.1. If a service or repair is not covered by DSE's warranty or a specifically agreed service agreement, DSE will charge the Buyer with a reasonable fee for such service and repair. The Buyer shall bear the costs of returning repaired or replaced products to the Buyer.

9.2. Upon the Buyer's request, DSE estimate the costs and time of service or repair. The estimate is valid for three (3) months after Buyer's receipt. If, after receiving a repair estimate, the Buyer does not want the repair completed, DSE may charge a reasonable fee for the work of investigating the claimed defect, and the Buyer shall bear the costs of returning the product to the Buyer or its disposal. DSE's estimate is not binding unless it has been expressly stated

9.3. The service and repair are performed at DSE's own premises or on site (at DSE's sole discretion) within normal working hours unless otherwise agreed.

9.4. DSE guarantees that the service and repair are delivered in a professionally correct manner in accordance with the provisions of the Agreement. This warranty expires three (3) months after delivery of the service or repair in question.

9.5. If the Services or a repair are not in accordance with the provisions of the Agreement, the Buyer must give notice thereof without undue delay after discovering the defect.

9.6. DSE shall (and as the Buyer's sole remedy in the event of a breach of warranty), at DSE's own discretion, either (a) repair or re-perform the defective services in accordance with the provisions of the Agreement, or (b) credit or refund the price of such defective services or repair.

10.0 Return of products

10.1. Products can only be returned within 30 days from the date of delivery. However, return is not accepted below a minimum sales value of EUR 1.000.

10.2. Configured and/or installed products cannot be returned.

10.3. Products that DSE has purchased from third parties specially for Buyer cannot be returned.

10.4. DSE issues a credit note to Buyer for returned products for the invoice amount, exclusive any amount invoiced not pertaining to the products (e.g., delivery, services etc.), and reduced by twenty-five (25) percent.

11.0 Liability, including product liability

- 11.1. The Danish rules of law in force at any time regarding product liability shall apply. DSE's liability shall be limited in accordance with the remainder of this clause to the greatest extent permitted under Danish law.
- 11.2. DSE shall not be liable for any operating loss, loss of profits or revenues, loss of time, loss of data or any other similar indirect loss arising as a result of defective or non-conforming products.
- 11.3. DSE's total liability towards the Buyer in respect of all losses or damages arising or in connection with this contract whether in contract, tort (including negligence), breach of statutory duty, product liability or otherwise, shall be limited to the price of the products mentioned in the applicable order confirmation.
- 11.4. The limitations of liability shall not apply in case of gross negligence, willful misconduct, or personal injury.

12.0 Intellectual Property

- 12.1. DSE reserves all right, title and interest under applicable intellectual property laws in Intellectual Property in connection with the products and any technology, data, and systems related thereto. "Intellectual Property" means all intellectual property and/or proprietary rights, including without limitation all rights in inventions, patents, patent applications, domain names, and know how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights, logos and all rights in trade secrets, computer software, data and databases, and mask works.
- 12.2. Buyer is not authorized to make any changes, additions, improvements, alterations, or modifications of any kind to the products. DSE shall have and retain full right, title, and interest in any changes, additions, improvements, alterations, or modifications of any kind (whether or not authorized), to the products made by Buyer.
- 12.3. The name and logo "DSE" is protected by trademark. No trademark license or right to use the name or logo is allowed unless agreed with DSE.

13.0 Reservations for changes

- 13.1. DSE reserves the right to make changes to products, including products already ordered, provided that such changes do not materially affect the functionality of the products.

14.0 Force majeure

- 14.1. DSE shall not be liable for any delay or non-performance of its obligations, where such delay or non-performance is attributable to circumstances beyond DSE's control, including but not limited to industrial disputes (including global and local strikes and/or lockouts), fires, wars, uprisings, civil unrest, acts of terrorism, epidemics, natural disasters, currency restrictions, computer viruses, worms etc., import or export restrictions, break-downs or disruptions in telecommunication, acts of government, inability to source components affecting the industry as a whole, as well as any similar conditions affecting a sub-supplier's performance vis-à-vis DSE. If the effects of the relevant event continue for a period of more than three consecutive months, then either party shall be entitled to terminate the contract.
- 14.2. If the price for DSE of any raw material, component or transport solution (or a combination of these) increases by more than 10% from the date of DSE's quotation/order confirmation up to the date of delivery of the products, then DSE shall be entitled to add such in-crease to the price to be paid by the Buyer for the products.

15.0 Assignment of agreement or products

- 15.1. The Buyer may not re-assign the Agreement or products to a third party without the approval of DSE.
- 15.2. Notwithstanding the above, the Buyer may assign the Agreement or products to a group affiliated company without prior approval.

15.0 Disputes

- 15.1. The parties shall seek to settle any dispute arising out of or in connection with the contract, including disputes relating to the existence or validity of the contract, through mediation administered by the Danish Institute of Arbitration in accordance with its rules on mediation in force at the time the request for mediation was submitted. The mediation shall take place in Aarhus, Denmark.
- 15.2. If the mediation has not resulted in a settlement within 45 days of the request for mediation having been submitted by either party, then the dispute shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitration shall take place in Aarhus, Denmark.
- 15.3. The laws of Denmark, excluding any choice of law rules, shall govern the contract and the settlement of disputes. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.