

# SolData Instruments

## General Terms and Conditions of Sale

(apply, if no other prior written agreement has been reached)

### 1. Quotations

Quotations are normally valid for a period of 60 days. Should a typographical or other error be present in a quotation, it is not valid. The quotation is binding only when a written order confirmation has been issued to the buyer. The written confirmation may be by letter, telefax or e-mail.

### 2. Goods/services supplied

a) The delivery includes only those products and services specifically named in the order confirmation.

b) Data in brochures and drawings or illustrations on the SolData home page are provided only for guidance. They are not binding for the products delivered by SolData Instruments v/Frank Bason (SolData), provided the functionality of the instrument is consistent with the intended application.

c) All orders are expedited with reservations for import permission by the country of the recipient, strikes, shipping irregularities, lockouts, force majeure such as missing raw materials, inadequate labor supply and similar impediments which either can not be remedied or can only be remedied by the expenditure of an unreasonable amount. SolData must inform the buyer promptly when such circumstances are encountered.

### 3. Delivery

Shipments will originate from the SolData offices in Silkeborg, Denmark. SolData chooses the means of shipment, unless another agreement is reached. It is the customer's responsibility to indicate if and what type of transport insurance is desired. Otherwise the standard liability coverage offered by the transport agent is the only compensation which will be provided.

### 4. Packing material

SolData will ensure that all shipments are packed safely and securely. The invoice will include a modest sum to cover the cost of packaging and invoicing in addition to the shipping charge. Packing materials need not be returned to SolData unless a specific arrangement has been made.

### 5. Prices

Prices are normally quoted and invoiced in Danish crowns (DKK) or in Euros (EUR). For customers in Australia, Great Britain and the United States

prices can be quoted and invoiced in AUD, GBP or USD respectively. As a rule all sales to other countries should be paid for in EUR or DKK. When making cash transfers bank fees should be covered by the buyer. When sending cash transfers from abroad, e.g. from the Far East, the buyer should pay charges at his own bank, and SolData will cover bank fees within Denmark.

### 6. Terms of payment

In most cases with first-order customers, payment must be made in advance. An invoice will be sent as an attached PDF-file with an e-mail with complete payment instructions. For well known commercial customers and institutions the terms of payment may be extended to 30 days credit, provided payments are always made on time. The credit terms may be tightened in the case of late payment of invoices.

SolData reserves the right to charge a fee plus interest in the case of non-payment of an invoice. Interest will be charged commencing from the due date on the invoice. Fees and rates are indicated on the invoice.

Payment by deduction of the value of goods or services supplied to SolData is only acceptable when a prior agreement exists.

### 7. Returning items

a) It is permissible to return standard items to SolData, provided that they remain unused and undamaged in their original packaging, up to 30 days after delivery. After SolData's approval of the condition of the items the buyer will be compensated for the invoiced amount less postage and reasonable restocking charges.

b) Special order items can not be returned or refunded unless a specific agreement in this regard has been made.

### 8. Defects and claims

a) Claims regarding apparent defects or deficiencies must be made within two weeks of delivery.

b) The right of the buyer to make claims for hidden defects or deficiencies is terminated one year after the date on the invoice. Goods with defects or deficiencies which are believed to be due to SolData may be returned at the buyer's expense within one year. Defects or deficiencies will be

remedied by repair, exchange or repayment of all or part of the cost of the goods excluding shipping at the discretion of SolData. If it is necessary to perform a repair or replacement at another location, the customer must pay any transportation or living expenses and bear the cost of any special equipment required to perform the repair or replacement.

c) With the exception of the responsibility of SolData to remedy defects or deficiencies within one year of the invoice date as described in paragraph 8(b), SolData is not responsible for any loss to the buyer or to any third party due to any defects or deficiencies in any item or service provided by SolData. SolData is never responsible for any loss due to production losses or for any other form of direct or indirect losses to the buyer or to any third party.

d) The terms of this guarantee do not apply when defects or deficiencies are due to normal wear and tear or due to harsh treatment of SolData products. Nor is the guarantee valid if products are subjected to unsuitable cleaning agents, inadequate maintenance, the action of atmospheric disturbances (e.g. lightning or violent weather), or due to failure by the buyer to follow the user instructions provided by SolData and/or posted on the SolData home page. Claims will not be accepted when they are due to faulty installation by the buyer or by a third party.

## 9. Product liability

a) The right of the buyer to make any claim against SolData regarding product liability ceases when the customer accepts delivery of the product or service supplied and thereby deems it/them suitable for the intended application or use.

b) SolData expressly disclaims all warranties either expressed or implied related to products or services including without limitation any warranty of merchantability or fitness for any particular purpose or warranty of non infringement.

c) SolData will under no circumstances be liable for any incidental, indirect, special, punitive or consequential damages which includes but is not limited to loss of profits, revenues or savings, even if SolData has been advised of the possibilities of such damages, whether a claim for any such liability is premised upon breach of contract, warranty, negligence, strict liability or other theory of liability.

d) If any product liability claim is made against a SolData product or service by a third party, and SolData is subjected to a claim above and beyond those specified in paragraphs 9(a) og (b), then the buyer must hold SolData free of any liability including claims of production losses or any direct or indirect consequential damage to the third party.

e) SolData will not be held liable for any loss or claim arising out of or in connection with the buyer's implementation of any conclusions or recommendations by SolData in connection with the products, or due to the unavailability of any product for use or for lost or corrupted data or software.

f) Notwithstanding the foregoing, in the event of any liability incurred by SolData, SolData's liability for damages for any cause whatsoever will not exceed the dollar amount paid by the customer for the product(s) giving rise to the claim.

## Rights of ownership

a) SolData retains ownership and other rights to all instruments and other materials such as technical descriptions, drawings, pictures, brochures, models, software, calculations, etc. supplied to the buyer in conjunction with quotations or deliveries.

b) Materials of this sort are provided to the buyer exclusively in connection with the sale and application of SolData products. These materials must not be misused e.g. by copying in any manner or transfer to a third party. The material must be returned if required by SolData.

c) The same reservations apply with regard to SolData's deliveries of software, spreadsheets or other technical information.

*SolData Instruments, att:Frank Bason  
Silkeborg, Denmark, January 1st, 2000*

*Terms and conditions.wpd*