

**Standard Terms and Conditions for Trade with Blue Line A/S, CVR 26990181, a Danish corporation, Kappa 8, 8382 Hinnerup, Denmark, concerning the delivery of hardware.**

These terms and conditions (the “**Terms**”) apply to the delivery of goods and services supplied by Blue Line A/S (hereafter referred to as “**Blue Line**”) to its customers (“**Buyer**”). Blue Line and Buyer may individually be referred to as a “**Party**” and collectively as the “**Parties**.”

The Terms are supplemental to any other written agreements between the Parties. Where the Terms conflict with another express written agreement signed by both Parties, the terms of the written agreement shall apply in lieu of the Terms. However, the Terms shall only be superseded as to the specific provisions conflicting with such other agreement(s).

Blue Line’s distribution and delivery agreements can result in the Buyer being sent goods from a non–Blue Line–owned address/location with a delivery note from this sender. Even if the delivery note contains terms and conditions of sale and delivery that differ from the current terms and conditions, the current terms and conditions still apply to the relationship between Blue Line and the Buyer.

The Buyer’s own delivery and purchasing terms and conditions shall not bind Blue Line, unless Blue Line has accepted such terms and conditions in writing.

**1. Offers, Orders, Acceptance, and Order Confirmation**

1.1 Unless otherwise stated in writing, Blue Line’s offer (the “**Offer**”) shall be effective and binding on Blue Line for a period of thirty (30) calendar days from the date Blue Line transmits the Offer to Buyer.

1.2 Where Buyer submits an Order, the Order shall be considered Buyer’s offer to purchase and will only become binding on Blue Line when accepted in writing by Blue Line. An Order shall not be binding upon Blue Line until Blue Line has forwarded an order confirmation (the “**Order Confirmation**”) to Buyer. The Order Confirmation and these Terms shall comprise the entire agreement between the Parties and shall supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, either written or oral. The Order Confirmation shall incorporate these Terms, which shall prevail over any terms or conditions submitted by Buyer.



## 2. Technical Data, Product Information

2.1 Any information – irrespective of whether it originates from Blue Line or one of its business affiliates – concerning weight, dimensions, capacity or technical data in any catalog, description, prospectus or advertisement, is to be considered informative, and is only binding to the extent that it is explicitly referred to in the Offer and/or Order Confirmation.

2.2 For goods that by their very nature require special documentation with regards to installation, connection, operation and/or maintenance, the Buyer is obliged to observe and follow such documentation. Blue Line reserves the right to indicate that such documentation should be treated as confidential.

2.3 Specific requirements from the Buyer are only binding after written confirmation from Blue Line.

## 3. Transfer of Title/Ownership

3.1 Blue Line retains title and ownership of all goods sold until Buyer has paid all invoices relating to said goods, in full.

## 4. Cancellation or Order Modification

4.1 Buyer's cancellation or modification of a confirmed Order is subject to Blue Line's express written approval. In the event of cancellation or modification, Buyer shall reimburse Blue Line for costs and losses incurred by Blue Line because of the cancellation or modification. Buyer agrees that such damages are difficult, if not impossible, to accurately ascertain, and, therefore, Buyer agrees that damages paid under this provision shall equal, at a minimum, fifteen percent (15%) of the agreed upon purchase price as set forth in the Order Confirmation, excluding VAT. The buyer agrees that such minimum damages shall not be construed as a penalty, but should be considered liquidated damages only, due to the Parties' inability to accurately estimate the full extent of the harm suffered as a result of the cancellation or modification.

## 5. Prices and Payment

5.1 The prices for the goods in the Order shall be those set forth in the Order Confirmation. All prices are exclusive of shipping costs, handling fees, taxes, impositions, and other charges, including, but not limited to, sales, use, excise, value added, and similar taxes or charges imposed by any government authority. Unless otherwise agreed in writing, the Buyer shall pay the shipping costs to the delivery address, as well as handling fees.

5.2 Payment for goods shall be due upon receipt of the invoice.

5.3 In the event Buyer subjects itself to a credit assessment, and provided the results of the credit assessment are satisfactory, payment may be made net eight (8) days from the invoice date.

5.4 Buyer shall not withhold payment or make any deductions from the price of the goods in respect of claims that have not been approved by Blue Line.

5.5 In the event Buyer fails to pay any sum due under any Order or Order Confirmation as and when it becomes due, Blue Line shall have the right either to suspend all further deliveries until Buyer cures its default or to cancel Blue Line's remaining performance under the Order or Order Confirmation.

5.6 In the event of late payment, Blue Line shall charge interest on the late payment at a rate of one-and-one half percent (1.5%) per month, accruing from the due date. Interest shall be calculated and compounded monthly. In the event of late payment, Blue Line shall also be entitled to reimbursement of all costs incurred in collecting any late or overdue payments, including, without limitation, attorneys' fees.

## 6. Transfer of Risk of Loss

6.1 Risk of loss or risk for damage to goods transfers to Buyer on delivery of the goods. Delivery takes place Ex Works Blue Line, Kappa 8, 8382 Hinnerup, Denmark unless Blue Line agrees otherwise in writing. If delivery is performed by a third-party transporter, delivery occurs at the handing over of the goods to this freight carrier, irrespective of whether the freight carrier simply arranges the transportation or carries it out itself.

6.2 If Blue Line is responsible for the shipment, transport insurance will be added, which is paid for by the Buyer. This insurance covers loss or damage during transport.

## 7. Delivery Times and Delays

7.1 Unless otherwise agreed in writing, the date of shipment stated in the Order Confirmation is an estimate made to the best of Blue Line's knowledge. Blue Line shall notify Buyer of the actual date of shipment when it has been finally determined. Shipment within 10 working days after the date in the Order Confirmation shall not be considered a delay (the "**Grace Period**").

7.2 Blue Line is furthermore entitled to postpone the approximate delivery time, should this postponement be necessary due to conditions out of Blue Line's control; see for example Section 8 on Force Majeure.

7.3 With respect to the reservation in Section 7.2, Buyer is, in case of a delay exceeding ninety (90) days, entitled to terminate the purchase in writing, but such delayed delivery does not entitle Buyer to compensation for either direct or indirect loss, regardless of the cause, including negligence.

## 8. Force Majeure

8.1 Neither Party shall be liable to pay damages or make compensation in any way for any delay or failure to perform any of its obligations when such delay or failure is due to force majeure.

8.2 Force majeure is defined as an act of God or an event or contingency outside the reasonable control of the Party affected thereby. It shall include, but not be limited to, delay in the delivery of or defects in goods supplied by subcontractors, substantial price increases for such deliveries, war (declared or undeclared), revolution, riot, strike, lockout, labor disturbances, fire, flood, epidemic, pandemic, earth-quake, explosion, blockade, embargo, unavailability of basic raw materials, lack of or failure of transportation, any unusual or unexpected acts of government or governmental agency, and other similar events.

8.3 Upon the occurrence of force majeure, the Party suffering therefrom shall promptly give the other Party written notice thereof specifying the cause of force majeure and how it will affect the performance of its obligations.

8.4 If the delivery of goods is temporarily prevented owing to force majeure events, the obligation to deliver shall be suspended as regards the period during which the force majeure situation exists with the effect that Buyer shall not be entitled to cancel the Order. However, if contractual performance, delivery of goods or other duties are prevented by force majeure for a period of one hundred twenty (120) consecutive days, either party may terminate the obligations prevented by force majeure.

## 9. Returns

9.1 Returned goods will only be accepted where Blue Line has agreed to such a return in writing. Returned goods must be returned complete, in unbroken and undamaged original packaging, and with any accessories. The return must include the original invoice number and date as well as an authorization number for returned deliveries ("RMA no"). When issuing a credit note, Blue Line reserves the right to deduct twenty-five percent (25%) of the invoice value as a return fee, or the total deterioration in value, should this be greater than twenty-five percent (25%) of the goods' original purchase price, for return costs.

## 10. Defects

10.1 Immediately upon receipt of the goods, and before use thereof, Buyer shall make such examination of the goods as is required by proper trade practice. The buyer shall satisfy itself that the goods meet all contractual requirements. If Buyer fails to conduct said proper examination in a timely manner, Buyer shall lose his right to invoke any rights in case of a defect which could have been detected by the examination.

10.2 Without prejudice to Clause 10.1, complaints about defects shall be made in writing and must be received by Blue Line not later than fourteen (14) days after the defect was or should have been detected. The complaint shall include a clear description of the alleged defect.

10.3 Claims based on defects shall be made within twelve (12) months of delivery. No complaint may be made after expiry of the deadlines stipulated in Sections 10.2 and 10.3. If Blue Line enters into any discussion with Buyer concerning a complaint lodged after expiry thereof, Blue Line does so purely as a gesture and without waiving the right to contend that the complaint in question is barred as untimely.

10.4 Blue Line shall not be liable for defects arising from the improper use of goods. Blue Line's liability does not cover defects arising out of or caused by (i) materials provided by Buyer, (ii) faulty maintenance, incorrect use, incorrect assembly, or improper storage, (iii) alterations or repair performed by Buyer, or (iv) normal wear and tear of the goods.

10.5 If the goods are defective and a claim based on the defect is brought against Blue Line, Blue Line, after conducting its own review, and determining in its sole discretion that the defect results from defective materials or manufacture, and is not a result of incorrect handling or storage, negligence, accidents, installation, repair or changes made by the Buyer, may choose within a reasonable time either to deliver replacement goods in return for the defective goods, repair the defect, or grant Buyer a pro rata reduction in the purchase price, whereupon the defect shall be deemed cured. In any event, Blue Line's maximum exposure to defective goods is the original purchase price of the goods.

10.6 Defective goods must be returned to a service center provided by Blue Line, at the Buyer's expense and risk. Blue Line recommends that the product is posted in its original packaging. If Blue Line determines that the defect results from defective materials or manufacture, Blue Line will pay the return delivery costs of the repaired product to an address in Denmark.

10.7 The warranty covers the original hardware configuration as specified in the invoice. Defects that may arise as a result of the Buyer's or any third party's intervention are not covered by the warranty.

10.8 Warranty repairs cover repair or replacement of defective components. The repairs do not cover restoring software, loading back-up copies, etc.

10.9 It is Buyer's own responsibility to make and retain back-up copies of data as well as software.

10.10 Troubleshooting by Blue Line that does not reveal defects for which Blue Line is responsible shall be charged according to time spent.

10.11 The original invoice is the valid proof of warranty.

10.12 Regarding products sold with a user manual, the Buyer should also refer to separate obligations concerning replacement/repair.

10.13 Blue Line does not guarantee that the delivered products will work flawlessly or without shutdowns, or that any potential software errors will be corrected.

## 11. Product liability

11.1 Blue Line shall be liable in accordance with applicable law on product liability, subject to the limitations set forth herein.

11.2 Blue Line shall under no circumstances be liable for indirect losses, including but not limited to operating losses, loss of profits, loss of time, punitive damages, and consequential damages to which a defective product may have given rise.

11.3 Blue Line shall not be held liable for damage to products manufactured by Buyer or subsequent buyers or to products of which these form a part.

11.4 If damage caused by the goods purchased or danger that such damage will occur comes to the attention of Buyer; Buyer shall without undue delay notify Blue Line in writing thereof. The notice described herein does not relieve Buyer of their obligation to minimize such damage.

11.5 To the extent Blue Line incurs product liability towards third parties, Buyer shall be under an obligation to indemnify Blue Line to the extent such liability exceeds the limitations according to Section 11 and Section 12.

11.6 Buyer shall notify Blue Line, within a reasonable time, if a third-party brings claims based on product liability against Buyer.

## **12. LIMITATION ON LIABILITY**

12.1 IN NO EVENT SHALL BLUE LINE BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, OPERATIONAL LOSS, LOSS OF REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BLUE LINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL BLUE LINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO BLUE LINE FOR THE GOODS SOLD HEREUNDER.

## **13. Buyer's Financial Situation**

13.1 Should Blue Line not consider the Buyer's financial situation to be satisfactory, or should the Buyer fail to comply with the payment terms in regard to prior deliveries, Blue Line is entitled to cancel any orders not already shipped unless the Buyer – immediately after having been written to and made aware of this – pays for all previously delivered goods and makes advance payment of any orders not yet shipped.

13.2 Should the Buyer be under receivership, negotiating an arrangement with creditors or if there is issued a bankruptcy decree or similar concerning the Buyer, Blue Line is entitled to terminate any agreement or suspend future deliveries without the Buyer being entitled to make any claims toward Blue Line. If Blue Line has any unpaid receivables, these must immediately be paid.

## **14. Partial Invalidity**

14.1 Should any provision of these Terms be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of these Terms shall remain in full force and effect and shall be construed in accordance with the modified provision.

## **15. Copyright and Intellectual Property Rights**

15.1 The title to intellectual property rights in regard to the goods shall be vested in and solely allotted to Blue Line, including intellectual property rights resulting from the cooperation between the Parties regarding

the goods. Buyer does not acquire any copyright or similar of any goods either partially or wholly developed by Blue Line.

15.2 The Buyer does not acquire any property rights to any software, source code, documentation or similar materials.

15.3 Blue Line's trademarks as well as all figurative and non-figurative marks and, more generally, all other trademarks, illustrations, images and logos (hereinafter "**Trademarks**") found on Blue Line's websites, regardless of whether they are registered or not, are and will remain Blue Line's exclusive property. Use of such Trademarks, in whole or in part, for whatever reason, is strictly prohibited.

#### 16. Confidentiality

16.1 The Parties acknowledge, understand, and agree, with regard to any Confidential Information, that the Party receiving Confidential Information (the "**Receiving Party**") is obligated to undertake all reasonable efforts to preserve the confidential nature of the information. Furthermore, the Receiving Party shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Party disclosing Confidential Information (the "**Disclosing Party**"). The Receiving Party shall carefully restrict access to Confidential Information by employees, contractors, and third-parties as is reasonably required and shall require those persons to sign a nondisclosure agreement with restrictions at least as protective as those contained herein. The Receiving Party shall not, without the prior written approval of Disclosing Party, use any Confidential Information provided to the Receiving Party for Receiving Party's own benefit, nor shall the Receiving Party publish, copy, or otherwise disclose to unauthorized parties, or permit the use by any unauthorized parties for their benefit or to the detriment of Disclosing Party, any Confidential Information. Upon written request from Disclosing Party, the Receiving Party shall promptly return any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to any Confidential Information of the Disclosing Party. The Nondisclosure and confidentiality obligations set forth in this Agreement shall survive the termination of this Agreement, and Receiving Party's duty to hold Confidential Information in strict confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

#### 17. Jurisdiction and Governing Law

17.1 The validity, construction, and performance of the obligations of the Parties under these Terms and any agreement between the Parties shall be governed by and interpreted in accordance with the laws of Denmark, without giving effect to any choice of law or conflict of law provisions.

17.2 Any suits, actions, or proceedings that are statutorily barred from being resolved by arbitration and which may be instituted by Blue Line or Buyer shall be instituted exclusively before the District Court in Aarhus or the High Court of Western Denmark, however, without prejudice to Blue Line's right to bring such suits, actions, or proceedings against Buyer in any other court which would have jurisdiction if this provision had not been incorporated into these Terms.

