

Standard terms and conditions UK

Current conditions for the delivery of hardware, etc. apply until changed by Blue Line A/S (hereafter referred to as "Blue Line"). Blue Line has no responsibility for typos and similar.

These terms and conditions apply if there has been no other written agreement made between Blue Line and the buyer. These terms and conditions will also apply to other agreements, e.g. rental, leasing and service agreements, between the same parties, even if purchase has not taken place.

Blue Line's distribution net and delivery agreements can result in the buyer being sent products 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 sales 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 do not imply any obligations for Blue Line, unless Blue Line has accepted them in writing. When placing the order, the buyer declares to be representing a business.

1. Offer, acceptance and order confirmation

1.1 A written offer is only binding for Blue Line if it is accepted within 30 days of the date of Blue Line's offer or within the shorter acceptance deadline (which must be indicated).

2. Catalogues, descriptions, etc.

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 catalogue, description, prospectus, advertisement, etc. 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 products 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 this 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. Terms of ownership

3.1 Blue Line reserves the ownership rights to the products sold until payment of all invoices relating to delivery has taken place.

4. The buyer's cancellation of an order

4.1 The buyer only has the right to cancel an order or postpone the delivery time of an order after prior written agreement with Blue Line.

5. Prices

5.1 The prices given are inclusive of packaging and custom duties, but exclusive of VAT, shipping costs, handling fees and any other possible expenses.

5.2 Unless otherwise agreed, the buyer pays the shipping costs to the delivery address, as well as handling fees.

5.3 Should Blue Line's expenses increase due to the buyer's conditions, Blue Line may claim compensation.

6. Payment

6.1 Blue Line's standard terms of payment are net cash.

6.2 In case the buyer subjects themselves to a credit assessment, and provided the results of this are satisfactory, it can be agreed instead that payment can be made net 8 days from the invoice date.

6.3 Should the buyer not make payment on time, interest is charged from the due date. Interest is charged in accordance with the Danish Interest Act. As an addendum to this, Blue Line can claim late payment charges, debt collection charges and other expenses attached to the collection of the owed sum. The buyer's obligation to pay in due time subsists even if the buyer complains about an error or a defect. Alternatively, the buyer must deposit the purchase sum in case of an error or a defect being invoked. The buyer is under all circumstances obliged to pay in due time for that part of the delivery that has no error nor defect.

6.4 The buyer or his affiliated companies are not entitled to offset claims in Blue Line's receivables. Blue Line can thus make a claim for an effective payment.

7. Transfer of risk

7.1 The risk is transferred to the buyer on delivery of the goods. Delivery takes place at Blue Line's warehouse, unless Blue Line undertakes delivery to the buyer's business premises. If dispatch is done by a third party transporter, delivery however occurs at the handing over of the goods to this freight carrier, irrespective of whether the freight carrier simply arrange the transportation or carry it out themselves.

7.2 Blue Line offers a general insurance on dispatches, which is invoiced to the buyer on all dispatches. This insurance covers instances where the goods are destroyed or disappear during transport.

8. Delivery times and delays

8.1 Any indication of delivery time is based on an estimate and is given approximated.

8.2 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 9 on force majeure.

8.3 With reservation of clause 8.2 the buyer is – in case of a delay of the indicated, respectively the specified, time of delivery with more than 30 days – entitled to terminate the purchase in writing, but delayed delivery does not entitle the buyer to compensation for either direct or indirect loss, regardless of the cause, including negligence.

9. Force Majeure

9.1 Blue Line is entitled to cancel orders made by the buyer or postpone their delivery and is furthermore not responsible for any errors, defects, missing or delayed deliveries which can be blamed in part or completely on circumstances over which Blue Line has no control, such as uprising, civil disturbance, war, fire, official legislation, strike, lockout, slow-down, natural disaster or power outage. At the same time, the buyer's obligations are suspended or repealed in such circumstances. In the case of cancellation or delay in the order, the buyer can neither demand compensation nor make any other claims towards Blue Line.

10. Returns

10.1 Returned goods will only be accepted if already agreed in writing. Returned goods must be returned complete in unbroken and undamaged original packaging and with any accessories, specifying the original invoice number and date as well as authorisation number for returned deliveries (RMA no.). When issuing a credit note, Blue Line reserves the right to deduct 25% of the

invoice value as a returning-fee or the total deterioration in value, should this be greater than 25% of the goods' original purchase price, for return costs.

11. Defects

11.1 Blue Line is entitled and obliged to replace or repair factory-defective parts for a period of one year from the buyer receiving the goods provided that:

- 1. The buyer complains in due time.
- 2. Defective goods are returned by the buyer to Blue Line.
- 3. Blue Line, after conducting its own review, consider it proved, 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.

11.2 Notwithstanding clause 11.1, Blue Line is entitled to provide a full replacement of the product or return the purchase sum should Blue Line assess that replacing or repairing would result in unnecessary costs.

11.3 Defect goods must be returned to Blue Line, at the buyer's expense and risk. Blue Line recommends that the product is posted in its original packaging. Blue Line will pay the return delivery costs of the repaired product to an address in Denmark.

11.4 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.

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

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

11.7 Troubleshooting that does not reveal errors in any of Blue Line's delivered products is charged according to time spent.

11.8 The original invoice is the valid proof of warranty.

11.9 In cases where Blue Line does not carry out redelivery or repair and where Blue Line is obliged instead to provide compensation, compensation is limited to an amount corresponding to the costs of fixing the defect of the delivered goods, and can at maximum constitute the agreed purchase sum for the goods in question.

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

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

12. Claims

12.1 The buyer is obliged to examine the product immediately upon receipt.

12.2 Claims should be made in writing immediately after receipt or, if regarding a hidden defect, immediately after this has been or should have been detected.

13. Product liability

13.1 Blue Line is only liable for damages caused by the delivered products if it is proven that the damage caused is due to a defect in Blue Line's products.

13.2 Blue Line is not liable for operational loss, loss of earnings or any other form of indirect loss.

14. Liability and compensation

14.1 The following general terms for liability and compensation apply to all clauses in the current standard terms and conditions.

14.2 Blue Line is under no circumstances, referring either directly or indirectly to the delivered goods, its use or Blue Line's other services, liable for indirect loss or consequential damage, such as operational loss, wasted costs, or other consequential damage, including loss or distortion of data. Thus Blue Line is never liable for operational loss, loss of profits or other indirect loss.

14.3 Under no circumstances shall Blue Line be held liable for damage incurred as a result of the buyer not having fulfilled his obligations. Nor is Blue Line responsible for any indirect damage or consequential damage, including operational loss, missing cost reductions or any claim made by a third party against the buyer, even if Blue Line has been made aware of such damages, operational loss or claims.

14.4 If Blue Line is obligated to pay compensation, the compensation shall be limited to an amount equal to the cost of remedying the defect and can at the maximum add up to the agreed purchase price for that entity.

14.5 The limit on compensation amounts mentioned above shall apply, regardless of the reasons for the compensation claims or how they have been formulated, and apply also to any claims based upon carelessness or negligence.

15. Buyer's financial situation

15.1 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.

15.2 Should the buyer's financial situation be deemed to include anticipated breach of contract, Blue Line can claim compensation in accordance with the general laws of Denmark.

15.3 Should the buyer be under reconstruction, negotiating 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.

16. Partial invalidity

16.1 Should one or more of the stipulations in these standard terms and conditions be deemed invalid, illegal or unworkable, none of the other stipulations' validity, legality or workability are influenced or deteriorated hereby.

17. Obsolescence of claims

17.1 No claim, irrespective of its nature or reasons arising in connection with deliveries based on these standard terms and conditions, may be raised by any of the parties more than 12 months after the reason for the claim has arisen.

18. Copyright and property rights

18.1 The buyer does not acquire any copyright or similar of any products either partially or wholly developed by Blue Line.

18.2 The buyer does not acquire any property rights to any software, source code, documentation or similar.

18.3 Blue Lines 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.

19. Confidentiality

19.1 The parties and their staff must observe unconditional nondisclosure of information toward third parties concerning the circumstances of the other party and other circumstances, that they become aware of in connection with the deliveries, services, development, etc. discussed in this contract.

20. Jurisdiction

20.1 Any relationship between Blue Line and the buyer is governed by Danish law.

20.2 Any dispute between Blue Line and the buyer will be subject to the District Court in Aarhus or the High Court of Western Denmark, if the dispute is under jurisdiction of the High Court of Western Denmark.