

## Terms and Conditions of Sale

**NRT X-Ray A/S**  
hereinafter "Seller"

### 1. TERMS AND CONDITIONS

The terms and conditions stated herein shall prevail, unless separate agreement is entered between Customer and Seller to this effect.

### 2. QUOTATIONS AND PRICES

Seller's prices and quotations are subject to the following:

- (a) All published prices are subject to change without notice.
- (b) Unless otherwise stated in writing, all quotations expire thirty (30) days after date thereof, may be terminated earlier by notice, and constitute only solicitations for offers to purchase.
- (c) Unless otherwise stated in writing by Seller, all prices quoted shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties and other charges related thereto and Customer shall indemnify Seller and hold Seller harmless there from.
- (d) Prices quoted are for Products only and do not include technical data, proprietary rights of any kind, patent rights, qualification, environmental or other than Seller's standard tests and other than Seller's normal commercial packaging.
- (e) Published weights and dimensions are approximate only.

### 3. TERMS OF PAYMENT

Unless credit is granted, payment is due upon shipment. All payments on approved credit accounts shall be due in full thirty (30) days from date of invoice. Past due balances shall be subject to an interest charge of 1½ % per month or part thereof. Partial shipments will be billed as made and payments therefore are subject to the above terms.

### 4. RESERVATION OF TITLE

- (a) Except as otherwise provided below, the Products shall remain the property of the Seller until the contract price, together with any interest thereon, and all other sums due from the Customer hereunder have been paid in full and in the case of payment by cheque, bill of exchange or promissory note, until the same have been honoured.
- (b) The Customer shall be responsible for storing the Products separately or in such a way that they can be identified as the property of the Seller. In the absence of evidence to the contrary, all Products supplied by the Seller which are in the possession of the Customer shall be deemed to be the property of the Seller to the extent of all sums owing to the Seller. If the Customer shall sell or otherwise dispose of the Products or make any insurance claim in respect thereof prior to the Customer's acquiring title to them, the Customer shall not give any warranties or incur any liabilities on behalf of the Seller and the proceeds of any such sale or other disposition (or claim thereto) or any such insurance proceeds (or claim thereto) shall belong to the Seller and be held by the Customer as trust funds to the extent of all sums due to the Seller in respect of the Products.
- (c) If the Products are used by the Customer in fabricating other products or are incorporated into composite products, then such products or the proceeds of sale, disposal or of any insurance claim in respect thereof shall belong to the Seller to the extent that the Products form part of such products and to the extent of all sums owing to the Seller and shall be held by the Customer on trust for the Seller.
- (d) If the Customer shall fail to make any payment when due or enter into an arrangement or composition with creditors or have a receiver appointed over the whole or part of its undertaking or assets or (being an Individual) become subject to the bankruptcy laws or (being a company) shall enter into voluntary or compulsory liquidation or in the reasonable opinion of the Seller be unable to meet its debts as they fall due, then the Seller shall have the following rights (which shall be cumulative and shall not prevent the Seller from also claiming damages and pursuing any other rights and remedies available to the Seller):
  - (i) to repossess the Products or any of them or any items in which the Products have been incorporated or otherwise used as a component without prior notice and to enter upon any premises for the purpose or such repossession;
  - (ii) to give written notice to the Customer that the Customer shall not resell or part with possession of the Products until full payment has been received by the Seller,
  - (iii) to pass title to the Products or any of them to the Customer by service of notice in writing on the Customer,
  - (iv) to cancel any undelivered Products or incomplete portion of this contract and stop any Products in transit.
- (e) Any Products repossessed by the Seller hereunder may be resold by the Seller on such terms as the Seller may determine and the Customer shall remain liable to the Seller for the difference between the net proceeds of such resale and all outstanding sums due to the Seller hereunder and for all costs and expenses incurred by the Seller in repossessing, storing and reselling such Products.
- (f) Nothing in this Clause shall give the Customer any right to return Products sold hereunder. The Seller may sue the Customer for the contract price when due (without prejudice to the Seller's rights hereunder) notwithstanding that the property in the Products may not have passed to the Customer.

### 5. TRANSPORTATION AND RISK OF LOSS

Seller reserves the right to ship Products freight collect and to select the means of transportation and routing. Unless otherwise advised. Seller may insure to full value of the Products or declare full value thereof to the transportation company at the time of shipment and all freight and insurance costs shall be for Customer's account. Risk of loss and damage shall pass to the Customer upon delivery at point of manufacture or at such other place as Seller shall specify in writing. Notwithstanding insurance, transportation, or installation by or under supervision of Seller.

Confiscation or destruction of, or damage to Products shall not release, reduce or in any way affect the liability of Customer therefore. All Products must be inspected upon receipt and claims should be filed with the transportation company when there is evidence of loss or damage, either concealed or external.

### 6. PERFORMANCE

Dates indicated for delivery or other performance represent Seller's best estimate. Seller shall not be responsible for any delay or inability to perform due to prior orders, technical difficulties, strike, lockout, riot, war, fire, act of God, accident, subcontractor, supplier or Customer caused delays, inability to obtain sufficient labour, materials or manufacturing facilities, compliance with any law, regulation or order, whether valid or invalid, or due to any other circumstances or causes either unforeseen or beyond Sellers control. Time for Seller performance shall be suspended during any such delay, provided that, if any such delay on a contract for standard products exceeds four (4) months, and at such time further delay expected by Seller is either material or indefinite, either party may terminate the contract upon written notice to the other. Seller reserves the right, in its sole discretion, to allocate inventories and current production and substitute suitable materials when necessary due to any such circumstances or causes.

Where performance requires Seller to meet Customer specifications or where development or engineering work of any kind is required for performance, Seller shall use its good faith efforts to meet the specifications and other requirements agreed to in writing. In the event, however, it is determined by Seller in Seller's reasonable judgement that such specifications or requirements cannot be accomplished by Seller within the contract price or delivery dates specified, Seller shall notify Customer in writing of such circumstances, including Seller's best evaluation as to what performance, if any, could actually be obtained within the contract price and the estimated time to complete. Within ten (10) days of receipt of such notice Customer shall notify Seller in writing as to whether Customer accepts such substitute

performance at the contract price or whether it desires to cancel the contract. In the event Customer desires to cancel, Customer shall be entitled to a refund of all payments made with respect thereto, and upon termination and repayment, neither party shall be in any way obligated to the other, whether for damages, costs of re-procurement, or otherwise. The foregoing shall be the sole remedy of the parties for the circumstances specified.

## **7. ACCEPTANCE**

Each Product furnished by Seller shall be deemed accepted by Customer unless notice of defect or nonconformity is received by Seller within twenty (20) days of receipt of the Product at Customer's designated receiving address: provided that, Products for which Seller agrees in writing to provide installation by its personnel, shall be deemed accepted by Customer upon completion by Seller of its applicable acceptance tests or execution of Seller's acceptance form by Customer.

Notwithstanding the foregoing use of any such Products by Customer, its agents, employees or licensees, for any purpose after receipt thereof, shall constitute acceptance of the Product by Customer.

## **8. PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS**

Seller will hold Customer harmless, as set forth herein, in respect of any claim that the design or manufacture of any Product in Seller's commercial line of Products or manufactured to specifications set by Seller and furnished hereunder constitutes an infringement of any patent or other industrial property rights. Seller will pay all damages and costs either awarded in a suit or paid, in Seller's sole discretion, by way of settlement, which are based on such claim of infringement, provided that Seller is notified promptly in writing of such claim of infringement and is given full authority, information and assistance in setting or defending such claim.

Seller shall have no liability whatsoever hereunder with respect to any claims settled by Customer without Seller's prior written consent.

In the event that Seller is required to hold Customer harmless hereunder. Seller will, in its sole discretion and at its own expense, either procure for Customer the right to continue using the Product, replace it with a non infringing Product, or remove it and refund an equitable portion of the selling price and transportation costs thereof. This shall constitute Seller's entire liability for any claim based upon or related to any alleged infringement of any patent or other industrial property rights. Customer shall hold Seller harmless against any expenses, loss, costs or damages resulting from claimed infringement of patents, trademarks or other industrial property rights arising out of compliance by Seller with Customer's design, specifications, or instructions. Seller disclaims liability for any patent or copyright infringement arising from use or manufacture by anyone of inventions in connection with products or services sold, used or intended for sale or use in performing contracts or related subcontracts.

## **9. WARRANTY**

Seller customarily warrants that each standard Product sold by it is free of defects in materials and workmanship. Seller's obligation under said warranty continues for a period of time and under such conditions as specified in Seller's warranty for the individual Product. If no period of time is stated, then such warranty is limited to twelve (12) months from the date of delivery. Unless otherwise specified on the face hereof or otherwise mutually agreed in writing, Seller's applicable standard warranties are incorporated herein by this reference. Repair, or at Seller's option, replacement of defective parts shall be the sole and exclusive remedy under warranty, provided that, Seller may, as an alternative elect to refund an equitable portion of the contract price of the Products. This warranty shall not apply to:

- (i) any Products which have been materially altered otherwise than by Seller
- (ii) any Products which have been subject to accident or damage caused by any negligent act or omission or circumstances beyond the control of the Seller or by improper maintenance, storage or by other abnormal use of service

and, in addition, the warranty for Products replaced or repaired pursuant to the provisions hereof shall be only the unexpired portion of the original warranty period. This warranty is expressly in lieu of and excludes all other express or implied conditions or warranties or representations including but not limited to warranties of fitness for particular purpose, use or application, and all other obligations or liabilities on the part of Seller, unless such other warranties, obligations or liabilities are expressly agreed to in writing by Seller. In the interest of conservation of scarce materials and of efficient utilization of high value parts and components, the Products may contain remanufactured parts and components. Such parts and components are covered by the same warranty and are subject to the same high standards of quality control applied to other parts and components. Some experimental, developmental or special application products, or products with a life test requirement, are sold without warranty. In such case, Seller warrants that the Products meet applicable specifications when shipped by Seller but Seller shall have no other or further responsibility therefore, whatsoever.

## **10. WARRANTY REPLACEMENT AND ADJUSTMENT**

- (a) Customer shall notify Seller at its offices at Birkegaardsvej 16, 8361 Hasselager, Denmark of any warranty claims. At the option of Seller (to be notified to Customer)

Customer shall either:

- (i) return the Product which is the subject of the claim at Customer's risk and expense to Seller at its address or to such other address as the Seller may direct; or
  - (ii) hold such Product for inspection by Seller.
- (b) If the Product has been returned without cause it will be returned at Customer's expense; in addition, Seller may charge for testing and examination.

## **11. LIABILITY**

- (a) The Seller shall be liable for:
  - (i) death or personal injury caused by the negligence of Seller.
  - (ii) death or personal injury caused partly by the negligence of Seller but only to the extent of such liability which fairly and proportionately represents the extent to which the negligence of Seller caused such death or personal injury and Customer will indemnify Seller against such portion of liability which represents the extent to which Customer caused or contributed towards such death or injury.
- (b) Notwithstanding anything to the contrary contained herein, the warranty in clause 10 and the liability referred to in clause 11 (a) constitute the full extent of Seller's liability in respect of the sale, supply, use, repair and operation of the Products or in respect of any other matter in connection with the Products and accordingly Seller shall in no circumstances be liable for any indirect, consequential, special or incidental loss or damage or injury of any kind whatsoever or wheresoever (including without limitation, loss of profits, revenue, or contracts).
- (c) Save where liability directly arises pursuant to clause 11 (a) hereof and to the extent permitted by law, Seller's liability for damages shall in no circumstances exceed the payment if any, received by Seller for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim or dispute.

## **12. APPLICABLE LAW AND JURISDICTION**

All contracts shall be construed under and governed by Danish law, and the customer hereby submits to the non exclusive jurisdiction of the Danish courts.

## **13. SEVERABILITY**

If any condition or part thereof shall be found to be invalid ineffective or unenforceable the invalidity, ineffectiveness or unenforceability of such condition shall not so far as possible affect any other condition or part thereof and accordingly all such conditions or parts thereof shall remain in full force and effect.