

# General conditions of purchase for NRT X-Ray A/S

(hereinafter: NRT)

**Birkegaardsvej 16**  
**8361 Hasselager**  
E-mail: nrt@nrtxray.com

## 1. Validity

The present General conditions of purchase are valid for all supplies to NRT. Seller's acceptance of present conditions qualifies Seller to receive purchase orders (hereinafter: POs) from NRT, and any reference to the general conditions of Seller is hereby expressly rejected by NRT.

## 2. Order acceptance

In case the delivery time for goods will be exceeded by more than 2 days, a new delivery date must be communicated to NRT's sourcing team immediately either in a revised confirmation or an oral agreement. A confirmation of the PO must be forwarded to NRT immediately and no later than 5 days upon order date. If agreement is made to change an already accepted delivery date, a new confirmation must be forwarded to NRT immediately.

## 3. Inspection and acceptance

All goods manufactured according to NRT's specifications must undergo a thorough quality inspection prior to shipping to NRT. The inspection is to be proven by means of a control label attached to the goods or a check scheme. Quality inspections are to be made according to the documentation and/or drawing forwarded by NRT. All products are subject to inspection and/or test by NRT to the extent practical at all times prior to final acceptance. Payment shall not constitute acceptance of products.

NRT reserves the right to audit Seller's system and performance within production and quality control.

## 4. Packing

Seller shall be responsible for proper packing and packaging of any goods purchased hereunder, so as to prevent damage to and deterioration of the goods. Charges for preparation, packing, crating and cartage are included in the product prices agreed to by NRT and Seller.

## 5. Delivery

All consignments for NRT are to include a delivery note containing as a minimum:

- NRT's PO number
- Description of the goods
- NRT's part or drawing number if available
- Quantity delivered

NRT does not under normal circumstances accept quantities that are lower or higher than specified in the PO. If the PO requests 100 pcs. or more, quantities up to +5% will normally be accepted. If goods are not delivered by the date specified in the purchase order, NRT reserves the right to cancel the PO in case the goods cannot be utilized due to the delay and in case the delay is not a case of force majeure. In case of force majeure, NRT reserves the right to cancel the PO if delivery of the goods has not been completed within 4 weeks upon the agreed delivery date.

## 6. Return of goods

NRT reserves the right to return goods exceeding the ordered quantity at Seller's account requiring a credit note for the excessive amount. NRT also reserves the right to return any goods not complying with the quality defined in documentation/drawings or goods that have not been checked by Seller prior to shipment, requiring Seller to correct any discrepancies, renewed inspection or credit.

## 7. Invoicing

Seller must forward an invoice by regular mail or e-mail. Invoicing must follow shortly after the shipment and can only cover the goods actually delivered.

All invoices issued to NRT must include the following information;

- NRT PO number
- Description of the item
- NRT's item or drawing no. if available in the PO
- Quantity delivered
- Invoiced amount and currency
- Custom tariff number
- Gross and net weight

## 8. Cancellation

NRT reserves the right to terminate this order in whole or in part at any time by written notice effective upon receipt by Seller, even though Seller is not in breach of any obligation hereunder. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with NRT's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Order. In the event of such termination, Seller shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover Seller's reasonable costs of performance incurred prior to termination in connection with the items for which this order is terminated plus a reasonable profit based upon such costs. However, said payment shall not exceed the price specified herein for such items. In no event shall Seller be entitled to recover incidental or consequential damages. Seller shall advise NRT in writing of Seller's claim, if any, for termination costs within ten (10) days after receipt of the notice of terminations.

#### **9. Duty to notify**

In case circumstances concerning the manufacture of goods manufactured according to NRT's documentation concerning materials, manufacturing process and quality testing change from what was originally agreed upon, Seller is obliged to communicate the change(s) to NRT. Any such change must be approved by NRT prior to manufacturing the good(s) concerned.

For goods not manufactured according to NRT's specifications applies that Seller may not make any changes to the Product affecting form, fit, function, reliability, serviceability performance, functional interchangeability, options or spare parts interchangeability or interface capability without obtaining NRT's prior written approval at least hundred (100) days before the change is implemented. If Seller makes any such change to a Product without NRT's written approval, Seller shall, in addition to any other costs, expenses or damages incurred by NRT, be responsible for labor and material costs to repair or replace said Product at NRT's facility or NRT's End-User site regardless of whether the Product is in or out of warranty.

#### **10. Dangerous goods**

Seller shall provide NRT with such written information regarding the composition of dangerous goods so that the transport, warehousing and processing thereof may be effected in compliance with the relevant provisions of laws, international treaties, conventions and agreements applicable.

#### **11. Property rights**

Any tools, forms, films and similar developed for and paid by NRT is the property of NRT. In case Seller stores this kind of material on behalf of NRT, Seller must clearly mark the tool with the relevant NRT part no, stock the tool safely and hand over to NRT upon request.

#### **12. Confidentiality**

Drawings and documentation supplied by NRT must be considered confidential and may not be made available to third party. Any special knowledge and competences gained whilst working for NRT must also be treated confidentially and may not be made available to third party unless NRT has agreed hereto in writing.

#### **13. Product liability**

If third party advances a claim for compensation against NRT or Seller, the party is obliged to notify the other party hereof incessantly. In case NRT is charged product liability for damage caused by Seller's goods, Seller is obliged to reimburse NRT for the entire amount. When requested by NRT prior to submitting a purchase order, Seller must forward documentation to NRT that an insurance policy has been accepted with a minimum liability limit of DKK 10 mio. per damage and totally per year as well as documentation that the policy has been paid.

#### **14. Indemnity**

Seller shall indemnify NRT against all fines, losses, damages, costs and expenses arising from any actual or alleged utilization of any patent, patent application or other industrial or intellectual proprietary rights as a result of the use, processing, sale, storage or lease of the goods except to the extent that the same is the result of adaptations made by Seller to comply with NRT's specific design requirements.

#### **15. Governing law and dispute resolution**

This order and agreements relating thereto shall be governed and construed in accordance with Danish law.

All disputes arising out of this order and agreements relating thereof shall be determined only by the competent courts in Denmark.