

TERMS AND CONDITIONS

1. SCOPE

These general terms and conditions apply to all deliveries of products and / or services from KVM-CONHEAT A/S. KVM-CONHEAT A/S is not bound by the terms set by the buyer who deviates from the supply conditions, unless such conditions are confirmed in writing by KVM-CONHEAT A/S. Within the receipt of the product the customer accepts the General Conditions of KVM-CONHEAT A/S. Terms which deviate from these conditions of sales and deliveries are hereby rejected.

2. OFFERS

Any offer will remain for written confirmation from KVM-CONHEAT A/S non-binding. Verbal agreements are only valid if it is subsequently confirmed in writing.

3. PAYMENT

Payment can by releasing effect only be made to the KVM-CONHEAT A/S. A payment is first to be received when KVM-CONHEAT A/S has the sum paid. When paid by check payment applies only when the check is cashed. Payment to KVM-CONHEAT A/S must be no later than 30 days after invoice date, unless KVM-CONHEAT A/S in writing have accepted other conditions. For late payment is expected 7% interest on the overdue amount without any prompting. Transmitting reminders, KVM-CONHEAT A/S charged a fee of DKK 100.00 per. reminder.

4. WARRANTY

KVM-CONHEAT A/S provide a 2 year warranty. Warranty expires 2 years after delivery, regardless of when the product is being used. Material, manufacturing and construction defects are covered by warranty. Small leaks glands, which are caused by transportation vibration, lies with the individual customer to repair. KVM-CONHEAT A/S shall not be liable to the buyer for any consequential damages, loss, profit loss or other indirect losses. The customer is obliged

to immediately examine delivered goods very carefully. If for example, customer observed damage in transit, the customer's responsibility to immediately notify in writing by endorsement on the consignment note. Visual damage must be reported in writing to the KVM-CONHEAT A/S within one week of receipt of the product. Claims after one week from receipt of goods will not be recognized. Transport damage understood as visual damage to cabinets and any visible damage to other components. Is the information from the customer deficient or is directly wrong the warranty and the damage will not be recognized.

Tampering also, if the customer reported values for temperature, pressure, etc. do not match, and if the requested services on this basis cannot be achieved.

The warranty does not cover natural wear of the product or damages that may result from improper or incorrect use of the product. Damages from inappropriate use, faulty installation, corrosion damage or injuries caused by special external influences that the contract was not provided. It should be highlighted / underlined that the product has to be placed so that it does not cause undue harm. There must be installed drain from the stop/safety valve.

Any amendments made to the product by the customer or third party; provide release of KVM-CONHEAT A/S warranty for whatever failure or damage those changes would provide.

Practical implementation: finding an error or a defect within the warranty period, the customer must without delay apply to the KVM-CONHEAT A/S or a KVM-CONHEAT A/S representative in his area. The customer provides KVM-CONHEAT A/S, a reasonable timeline to inspect the product and the advertised errors or missing parts. Replacing defective parts must be done during normal working hours. If that is denied KVM-CONHEAT A/S then the warranty is released. By legitimate complaint are KVM-CONHEAT A/S to repair this on their choice or make a replacement

delivery. When it comes to a substitute product, the customer is obliged to return the defective product to KVM-CONHEAT A/S. A delivery note must state the invoice number, item number or delivery note number and an indication of the cause of complaint must enclosed product. Exceptionally, customer must buy spare part by written agreement. After testing of the defective returned product and subsequent confirmation from KVM-CONHEAT A/S, that the claim is recognized, KVM-CONHEAT A/S will pay costs for parts or supply new, matching parts.

5. RATES

Prices are net prices and exclusive freight, unloading, packing, customs clearance, VAT and other taxes. Installation and commissioning is not included.

6. DELIVERY AND RISK

Products are delivered at Sverigesvej 6, DK-6100 Haderslev unless otherwise stated and confirmed in writing by KVM- CONHEAT A/S. Products are delivered to the customer address unless otherwise agreed. If a delivery is not possible, the customer bears all costs arising there from.

7. RETENTION

Product remains KVM-CONHEAT A/S's property until the redemption of all outstanding against the customer. In a possibly dispute or litigation with reservation of title the customer is not entitled to pawn or use the goods as collateral and resale can take place only under the general terms and with the proviso that the third party which product is resold, guaranteeing payment of the product to the customer or under the proviso that ownership of the goods is transferred when the customer has fulfilled his payment obligations to the KVM-CONHEAT A/S. If the client installs or installing the product, along with others not associated KVM-CONHEAT A/S products are KVM-CONHEAT A/S as co-owner of the new, grouped product relative to the added value of the reserved commodity. By pledging, hardware installation or other conditions

or interference from third parties the customer must immediately inform KVM-CONHEAT A/S about this.

8. CANCELLATION / WITHDRAWALS

Orders can only be canceled with the written consent of KVM-CONHEAT A/S. The customer is obliged to take over and pay for all assume costs associated necessary for the execution, for example preparation work. Supplied products are not returnable. In cases where a product is withdrawn, KVM-CONHEAT A/S repay the invoices amount after deduction of freight charges and 20% processing costs. A modification or impairment of the contract is not possible without the prior written agreement. KVM-CONHEAT A/S costs and profit losses in connection therewith will be invoiced buyer.

9. FORCE MAJEURE

Agreed delivery dates are given the best of its ability and capability. We assume no liability for delays caused by exogenous factors such as weather, war, riots or strikes, lock-outs, lending and import bans, road accidents, late delivery of ordered materials in time, failing power supply, fire or accident factory of any kind. We assume no liability for delays caused by lack of or inadequate information from ordering the assignee or from third parties.

10. DISPUTES, VENUE AND GOVERNING LAW

Venue for any dispute arising out of this agreement is agreed to be KVM-CONHEAT A/S registered home country. Danish law is applicable in determining any dispute between parties. If one or more provisions of these terms of delivery are known invalid, illegal or unenforceable, none of the remaining provisions validity, legality or feasibility affected or impaired it. Agreements which deviate from these rules are only valid if they are confirmed in writing by KVM-CONHEAT A/S.