

1. PURPOSE AND SCOPE

1.1 These general conditions shall establish the detailed terms for Audio·Visuelt Centrum A/S' (hereinafter "AVC") supplying standard, as well as specially manufactured products ("Products") and consultative services ("Services"), including in the form of repair and maintenance of the production plant, as described in the Agreement (hereinafter referred to as "the Agreement") concluded between the customer ("Customer") and AVC.

1.2 These terms ("the Conditions") apply to all agreements that the Customer concludes with AVC concerning the Customer's purchase of services from AVC, unless otherwise agreed in writing.

2. SCOPE OF SERVICES

2.1 AVC's services may comprise the supply of Products and Services, whose detailed content and scope are described in the Agreement concluded between the Parties.

2.2 AVC may, at any time, choose to leave the task to subcontractors. However, this does not exempt AVC from its obligations pursuant to this Agreement.

3. OFFER AND ACCEPTANCE

3.1 Offers from AVC are valid for 14 days from the date issued. An offer can either be accepted by the Customer, in writing or orally, and is not binding on AVC until AVC has issued a written confirmation of the order.

3.2 The estimated price is only a guide price and is not binding on AVC, regardless of whether such a guide price is contained in an actual offer or an order confirmation.

4. CANCELLATION

4.1 The Customer is responsible for ensuring adequate information exists concerning the Customer's requirements and needs with respect to the Service. However, AVC reserves the right to, without notice, make necessary general changes to the Services which are to be delivered.

4.2 An offer/order confirmation for Products that AVC does not have in stock is always given with reservation for the Products concerned being able to be procured at market price. If the Products cannot be procured, then AVC can, without liability of any kind, cancel the offer/order confirmation for these products. As soon as AVC becomes aware that the Products cannot be procured, AVC must inform the Customer of this within a reasonable period of time.

4.3 After receiving written consent from AVC, the Customer is solely entitled to cancel an order.

5. THE CUSTOMER'S OBLIGATIONS FOR SERVICES PROVIDED

5.1 It is a prerequisite for consulting assistance being carried out that:

- the Customer makes the consultants and other contact persons aware of the information relevant to carrying out the task,
- the Customer, freely makes all necessary and legal workplaces and necessary facilities, etc. available to consultants as per the detailed instructions received from the consultants, if work is performed on site at the Customer's premises,
- the Customer cooperates in organising the work, answers enquiries and allocates resources so that the Services can be delivered as agreed,
- that the Customer, to the extent that it is necessary for carrying out the task, grants consultants necessary access to the Customer's facilities, installations and documentation, as per the consultants' detailed instructions.

6. DELIVERY TIME

6.1 AVC endeavours to comply with the delivery time stated in the Agreement, and if, contrary to expectations, this is not possible, AVC will promptly notify the Customer of this and keep the Customer informed of any new anticipated delivery time. If the delivery time cannot be adhered to, AVC will attempt to mitigate the inconvenience to the Customer as best as possible. However, AVC assumes no liability for compensation for any delay.

6.2 If the delivery time is exceeded by more than 90 days, and the delay is solely attributable to AVC or conditions under AVC's control, then the Customer is entitled to terminate the Agreement, with reasonable notice, by notifying AVC in writing.

6.3 Delivery shall always be regarded as having taken place when the goods leave the AVC warehouse (ex warehouse), regardless of whether the goods sold are delivered to the Customer via AVC's own staff or via a third party under a separate agreement with the Customer, and regardless of whether installation of the goods sold under the transaction has been agreed, or a similar service in addition to the delivery of the Product has been agreed.

6.4 AVC accepts no liability for installation, implementation, etc., unless otherwise agreed.

6.5 For any installation work, the Customer will be invoiced according to the time spent as per the currently applicable AVC list prices, unless otherwise agreed.

6.6 At the Customer's request, AVC can arrange for transportation of the Products to be carried out at the Customer's own expense and risk.

7. TRANSFER OF RISK

7.1 The risk for Products transfers to the Customer at the time of delivery, see Section 6.3.

8. PRICES, FEES AND INVOICING**8.1 General**

8.1.1 All prices are in Danish kroner excl. VAT, public duties, and any other imposed taxes, environmental contributions, freight etc., unless otherwise stated.

8.1.2 All orders containing products will be subject to Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE) and other statutory excise duties, including PVC taxes, etc.

8.1.3 In addition to this, there will be a fee to cover AVC's environmentally responsible disposal of waste.

8.1.4 Rates for Danish environmental taxes and WEEE charges are listed below:

Invoice fee (excluding VAT)	Fee
DKK 1 - 5,000	DKK 59.00
DKK 5,001 - 35,000	DKK 161.00
DKK 35,001 - 150,000	DKK 423.00
DKK 150,001 - 400,000	DKK 723.00
> DKK 400,000	DKK 1,375.00

8.1.5 The customer is obligated, until delivery, to accept changes in price due to documented increased costs for AVC, including, but not limited to, changes in exchange rates, customs duties, taxes and fees, etc.

8.2 Products

8.2.1 The agreed price for ordered Products appears on the Agreement entered into between the parties.

8.2.2 AVC is entitled to invoice the customer for products once delivery has taken place. However, the tender/order confirmation may state that AVC is entitled to demand a paid deposit or prepayment.

8.3 Services

8.3.1 The estimated scope of the agreed Services appears in the Agreement entered into by the parties. However, notwithstanding this, the Customer is always invoiced according to the actual time AVC spends on the task in question, unless the Agreement states that a fixed price has been agreed.

8.3.2 The agreed remuneration for AVC's services may be based on an hourly price or a daily price (including for overtime, transportation, board and expenses). The hourly rate may, at any time in the future, be adjusted by AVC with 4 weeks' notice.

8.3.3 AVC is entitled to invoice the customer continuously at the end of each calendar month and when the job is complete. The invoice will be based on the actual time spent unless otherwise stated in the Agreement. As a starting point, the customer will be invoiced for each begun hour.

8.3.4 If the Customer's state of affairs means that the agreed Service cannot be delivered, then the Customer will be invoiced according to the agreed number of hours, with a deduction for any invoicing carried out by AVC during the same period for the consultant in question.

9. PAYMENT

9.1 Invoices are due for payment 8 days after the invoice date, unless otherwise agreed.

9.2 AVC can choose to demand payment on account where 25% is invoiced when the contract is signed/order confirmation is issued, 50% upon delivery of the goods, and 25% at commencement of operations.

9.3 If the Customer wishes to contest an invoice received, then they must do so within 14 days of the invoice date.

9.4 For delayed payment, AVC is entitled to charge penalty interest on arrears from the time the invoice is due, at a rate of 1.5% per month, with addition of interest, starting from the due date.

9.5 If the invoice due date has passed, a payment reminder has been sent, a further 10 days have elapsed and payment has still not been received, then AVC is entitled to withhold further deliveries or any portion thereof, or via written notice to the Customer to either wholly or partly terminate the Agreement without further notice, as well as other agreements entered into with the Customer. If AVC terminates the Agreement, then Audio·Visuelt Centrum A/S is entitled to compensation as per the customary rules under Danish law.

9.6 However, the Customer is not entitled to withhold payment or offset any counterclaims made by the Customer to AVC, if the counterclaim is not acknowledged in writing by AVC.

10. LIABILITY AND DEFECTS

10.1 The Customer is obligated to examine and test what is delivered immediately after delivery.

10.2 All products are covered by a 12-month manufacturer's warranty, unless otherwise stated in the Conditions or in the relevant tender. If the products are covered by an extended manufacturer's warranty, then AVC will further assign the warranty to the Customer with respect to the Product concerned.

10.3 All projectors are delivered with a 3-month or 500-hour lamp warranty, unless the Product is covered by a longer warranty issued by the manufacturer.

10.4 A 3-month consumer protection legislation period is offered for the installation of spare parts and other replaced Products.

10.5 In order to claim the goods/services delivered are defective (hereinafter referred to as a "defect"), the Customer must promptly submit a written complaint to AVC once the fault is detected. The customer must state and, upon request, show how the defect is manifested. AVC is only liable for defects relied on no later than 12 months after the delivery of IT equipment or AV equipment and 36 months after the delivery of selected projectors, respectively.

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- 10.6 If there are defects in what is delivered, AVC can choose either to replace the goods or to redeliver the delivered goods, or to give the Customer a proportional reduction in price for the defective Product or Service instead.
- 10.7 If the Customer wants to cancel the sale, the Customer must return the goods to AVC in the original packaging and at the Customer's own expense and risk.
- 10.8 Should AVC choose to rectify a defect, then AVC is obliged to, with the speed the situation requires and at their own cost, rectify the defect in the delivered goods.
- 10.9 If AVC does not rectify the defect with the speed the situation requires, then the Customer may give AVC, in writing, a final and reasonable deadline to rectify the defect. The deadline must constitute a minimum of 30 days.
- 10.10 If the defect is not rectified by the end of the deadline, then the Customer is entitled to a proportional reduction in price that corresponds to the size of the error in relation to a fault-free provision of services. If the defect is of decisive importance to the Customer's use of the delivered goods, then the Customer is entitled, after the end of the deadline, to terminate the Agreement with respect to the defective Product or Service.
- 10.11 The Customer may, with respect to other delivered Products or Services, only cancel the purchase of these if they are work with the defective Product or Service in such a way that they can no longer function satisfactorily alone.
- 10.12 If there is an ongoing Service then this may only be terminated for the future.
- 10.13 If the Customer terminates the Agreement, then they shall have the right to compensation within the limits stipulated in the Conditions.
- 10.14 The above constitutes the Customer's total remedies due to defects in the Products or Services.
- 10.15 If the Customer has made a complaint concerning a defect, and it transpires that there are no defects that AVC is liable for, then the Customer must reimburse the expenses AVC may have incurred in association with this. If AVC has utilised consultant hours to examine such a defect which then proves not to be applicable to AVC, then AVC is entitled to invoice the Customer for time spent at AVC's list prices which were applicable at the time.
- 10.16 If the Customer breaches their obligations, then the Customer is obligated to compensate AVC's loss in accordance with general rules under Danish law, including any costs incurred and consultant hours.
- 10.17 Audio·Visuelt Centrum A/S is responsible for ensuring the consultants employed continue to live up to a good professional standard and are qualified to perform the tasks assigned to them.
- 10.18 Audio·Visuelt Centrum A/S can in no way be held liable for:
- the delivered products not having the desired value to the Customer, the Customer not achieving the desired results, or the delivered products otherwise not having the predicted usability, unless AVC, in the Agreement, has assumed responsibility for a given result,
 - conditions attributable to the Customer's failure to fulfil their obligations pursuant to the Conditions or the Agreement,
 - defects that have arisen as a result of the Customer's use of the delivered products in connection with other accessories that directly or indirectly affect the function of what was delivered,
 - defects that have arisen due to changes or alterations to what was delivered which were not performed in accordance with AVC's instructions,
 - defects that have arisen due to the Customer's lack of training, or use of the delivered product in a way other than prescribed in the provided documentation, or through negligence by the Customer, their staff or third parties, or by other circumstances that are beyond AVC's control,
 - normal maintenance such as adjustment, normal wear and tear, or if the purchase of utility accessories is required.

11. PRODUCT LIABILITY

- 11.1 AVC is responsible for product liability in accordance with the current mandatory legislation concerning this, but does not assume any liability outside of this. Thus, all non-statutory product liability is expressly disclaimed.
- 11.2 For property damage, AVC is not liable for damage caused by the Products to movable or immovable property which occurs while the Product is in the Customer's or a third party's possession. Furthermore, AVC is also not liable for damage to products manufactured by the Customer, or products in which Products are included.
- 11.3 If AVC is assigned product liability to a third party, then the Customer is obligated to indemnify AVC to the extent that AVC's liability is limited in accordance with the Conditions.
- 11.4 If a third party presents a claim against one of the parties in product liability, then this party must immediately notify the other party thereof in writing.
- 11.5 The parties are mutually obliged to permit proceedings to commence at the court or arbitration tribunal that processes the demand for compensation made against one of them due to damage or loss allegedly caused by the Product. However, the mutual relationship between the parties to this Agreement shall be determined in accordance with Section 19 below.

12. LIMITATION OF LIABILITY

- 12.1 AVC cannot, in any case, regardless of the degree of negligence, be held liable for indirect losses of any kind, including, but not limited to, trading losses, lost profits, loss of data or the Customer's costs for third party rectification or advisors, as well as other indirect or consequential loss.

- 12.2 In the event that AVC incurs liability for compensation (regardless of the above), the liability for compensation will always be limited to the net compensation paid under the current Agreement, with a maximum amount of DKK 100,000 per Agreement entered into, unless AVC's liability insurance covers a higher amount.

13. FORCE MAJEURE

- 13.1 Neither party can be held responsible for conditions that can be described as force majeure, including, but not limited to, war, riot, insurrection, general strike, fire, natural disasters, currency restrictions, import or export bans, interruption of normal communications, interruption or failure of the power supply or communication lines, long-term illness or death of key employees, including virus or mal-ware attacks and the claiming of force majeure by subcontractors.
- 13.2 If force majeure occurs, the affected Party must immediately notify the other party that a force majeure situation has taken place, and continuously keep the other party informed accordingly. The other party can then demand any timing plans to be deferred and renegotiated.
- 13.3 Irrespective of the above, each of the parties may terminate the agreement without liability by providing written notice to the other party should the agreement be delayed by force majeure for more than 6 months.

14. DUTY OF CONFIDENTIALITY

- 14.1 In connection with execution of the task, both parties will be able to access confidential and internal information from each other. Both parties guarantee that they and their employees and subcontractors will, in every respect, treat the information received as confidential and only use it for the purpose for which it is intended. This provision persists and is not time limited.

15. RETENTION OF OWNERSHIP

- 15.1 All Products are sold under retention of ownership. The proprietary right to the sold Product will only fall to the Customer once AVC has received full payment for it, cf. the Agreement.
- 15.2 Until proprietary right has fallen to the Customer, the Customer is obliged to duly care for the Product, including storing and maintaining the Product properly, keeping the Product insured for fire, theft and water damage at its full value and also not making any kind of changes to the Product without AVC's prior written consent.
- 15.3 The Customer is obliged to not, without AVC's prior consent, move, pledge, rent, lend, sell or otherwise dispose of the product until proprietary right has fallen to the Customer.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 All intellectual property, including the full copyright to Products and the result of the Services supplied (reports, documentation, etc.) shall solely fall to Audio·Visuelt Centrum A/S.
- 16.2 AVC also retains proprietary rights to all software, models, process methods and other similar tools developed by AVC in connection with the Service.
- 16.3 When nothing else is agreed between the parties, the Customer shall, upon full payment of compensation to AVC, receive a non-transferable right of use to the intellectual property rights, including the right to use copyrighted materials, documentation, etc. produced by AVC in association with delivery of the Product, as well as carrying out the Service.
- 16.4 Thus, the Customer has sole right to use the delivered goods. The Customer acquires no right to modify, further develop, make reproductions or transfer copies of AVC's intellectual property to third parties without prior consent from AVC, apart from occasions where such a right is assigned to the Customer in mandatory law.
- 16.5 AVC also has the right, in connection with carrying out the work, to utilise the established know-how, etc. in other contexts.
- 16.6 Source codes belong to AVC and unless otherwise specified, the Customer may not demand delivery of these.

17. TRANSFER

- 17.1 AVC is entitled to transfer rights and obligations in accordance with the Conditions and the Agreement without obtaining the Customer's consent.
- 17.2 The Customer is entitled to transfer rights and obligations in accordance with the Conditions and the Agreement upon receipt of AVC's prior written consent.

18. CHANGES AND PRECEDENCE

- 18.1 Any changes to the Conditions or the Agreement may only be made in writing, either by drafting new conditions or through written and signed addendum to the Conditions or the Agreement.
- 18.2 In case of discrepancy between the Conditions and the Agreement, the Agreement shall have precedence over the Conditions.

19. CHOICE OF LAW AND VENUE

- 19.1 Disputes between the Parties arising from the Conditions and/or an Agreement or AVC's services in general must be brought before the district court located at AVC's currently applicable domicile. All disputes are to be settled in accordance with Danish law, with the exception of conflict of laws which may result in the use of another jurisdiction.