

LH Camera Aps
General Terms and Conditions of Sale from 22.10.2021

1. Scope of Applicability

- 1.1 These General Terms and Conditions of Sale (“GTCS”) apply to all sales of goods by us notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from you. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.
- 1.2 We reserve the right to change these GTCS at any time. We will give you thirty calendar days’ notice of any changes by posting notice on our website.

2. Offers, Purchase Orders and Order Confirmations

- 2.1 All offers made by us are open for acceptance within fifteen calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the goods offered.
- 2.2 All purchase orders issued by you shall specify as a minimum the type and quantity of goods requested, applicable unit prices, delivery place and requested delivery dates. No purchase order shall be binding on us unless and until confirmed by us in writing.

3. Prices and Terms of Payment

- 3.1 The prices for goods shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added and similar taxes or charges imposed by any government authority.
- 3.2 Unless expressly stated otherwise in our order confirmation, payment for goods shall be made 100% advance payment or 50% Prepaid 50% on order confirmation. and the remaining 50% once the goods is ready to shipment.

4. Terms of Delivery and Late Delivery

- 4.1 Delivery time is from we receive the customer's payment and the time forward as shown on the order confirmation. The company has the right to deliver before the agreed delivery time unless the parties have agreed otherwise.
- 4.2 Announcement. If the company expects a delay in the delivery of products, spare parts and related services, informs the company the customer about it and stating the reason for the delay and the new for-awaited delivery.
- 4.3 We reserve the right to make delivery in instalments.
- 4.4 If the company fails to deliver products, spare parts or assign the services within 14 days after the agreed delivery date for reasons that the customer is not liable for, and delivery is not made within a reasonable period of at least 5 days, the customer can cancel the or orders that are affected by the delay, without notice by written notice to the Company. The customer has no other rights in the event of late delivery.

5. Acceptance of goods

- 5.1 You must inspect goods delivered upon receipt. You are deemed to have accepted goods delivered unless written notice of rejection specifying the reasons for rejection is received by us within five calendar days after delivery of the goods.

6. Warranty

- 6.1 We warrant that upon delivery and for a period of 12 months from the date of delivery goods purchased hereunder will conform in all material respects to the applicable manufacturer’s specifications for such goods and will be free from material defects in

workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than us. All Warranty repairs concerning LH Camera equipment must be sent to LH Camera Denmark for inspection and any repairs.

7. Limitation of Liability

- 7.1 Neither of us will be entitled to, and neither of us shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, procurement costs, loss of data, injury to reputation or loss of customers. Your recovery from us for any claim shall not exceed the purchase price for the goods giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.
- 7.2 We shall not be liable for any claims based on our compliance with your designs, specifications or instructions or repair, modification or alteration of any goods by parties other than us or use in combination with other goods.

8. Force Majeure

- 8.1 Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties’ respective obligations shall resume. In the event the interruption of the excused party’s obligations continues for a period in excess of thirty calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days’ prior written notice to the other party.

9. Miscellaneous

- 9.1 The United Nations Convention for the International Sale of Goods shall not apply to these GTCS or to any contracts of sale entered into between us.
- 9.2 No waiver of any provision of these GTCS shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of these GTCS shall not constitute a waiver of such provision or any other provision(s) of these GTCS.
- 9.3 Should any provision of these GTCS be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GTCS shall remain in full force and effect and shall be construed in accordance with the modified provision.
- 9.4 These GTCS and all contracts of sale entered into between us shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice of law or conflict of law provisions. Any suits, actions or proceedings that may be instituted by either of us against the other shall be instituted exclusively before the competent courts of Denmark, however, without prejudice to our right to bring suits, actions or proceedings in any other court which would have jurisdiction if this provision had not been incorporated into these GTCS.