

NKS Tech ApS
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Denmark
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GENERAL TERMS OF SALE AND DELIVERY

1. In general:

The following terms of sale and delivery shall apply in the absence of other agreement in writing and is in the following described as the Contract.

2. Formation of Contract:

The Contract shall be deemed to have been entered into when, upon receipt of an order, NKS Tech ApS has sent an acceptance in writing within the time-limit, if any, fixed by the Purchaser.

If NKS Tech ApS, in drawing up its tender, has fixed a time-limit for its acceptance, the Contract shall be deemed to have been entered into when the Purchaser has sent an acceptance in writing, before the expiration of such time-limit. Verbal agreement is only valid when confirmed in writing.

3. Drawings and Descriptive Documents:

Weights, dimensions, capacities, prices, performance ratings and other data included in catalogues, prospectuses, circulars, advertisements, illustrated matters and price lists shall constitute an approximate guidance only. Such data shall not be binding except to the extent that they are by reference expressly included in the Contract.

4. Drawings, Descriptions and Parts Lists:

Drawings, Descriptions and Parts Lists entrusted by NKS Tech ApS to the Purchaser shall not be copied or shown to or entrusted to any unauthorised persons.

5. Prices:

All prices are ex works, EXW Silkeborg in Denmark, excluding added value tax, VAT, (unless otherwise specified) and other taxes or levies imposed in Denmark or abroad. The prices include packing, which is non-returnable. Prices are subject to changes without prior notice.

6. Shipment:

Will be made at the Purchaser's expense and risk. NKS Tech ApS is willing to effect insurance on shipment on receipt of Purchaser's instructions to do so.

7. Time of Delivery:

Time of delivery shall be as stated in NKS Tech ApS's acknowledgement of order and will be adhered to as far as possible. NKS Tech ApS can under no circumstances accept liability for postponed delivery, nor does a postponed delivery entitle cancellation of the order.

8. Terms of Payment:

Payment shall be made to NKS Tech ApS or its bank, in accordance with the payment terms stated prior to NKS Tech ApS's acceptance of the order.

NKS Tech ApS retains the ownership of all goods supplied, until payment in full has been made. In the event of delay of payment, NKS Tech ApS may charge interest at a rate of 4% in excess of the current Danish bank rate.

Furthermore, NKS Tech ApS reserves the right to withhold deliveries against existing and future orders, until the dispatched and invoiced deliveries have been paid in full.

9. Prepayment:

Goods will be shipped when the payment in full have been made to NKS Tech ApS's bank account. Payment shall first be made when the Purchaser receives the invoice and a written confirmation that the goods are ready for shipment. If the payment in full is not received within 5 days from the date of invoice, the contract will automatically be cancelled.

10. Returned Goods:

Acceptance by NKS Tech ApS of returned goods should be subject to a previous agreement. If the purchaser is private and has ordered via <http://shop.nkstech.com> the purchaser can return the goods within 14 days and have a full refund. Returns will only be accepted when returned in originally packing and accompanied by a copy of the original invoice. Such goods are to reach NKS Tech ApS intact and in a good condition and to be forwarded to NKS Tech ApS free of charge.

11. Repairs:

If a product is returned with a claim for warranty repair, a copy of the original invoice must be included with the product, for proof of warranty. If not included, NKS Tech ApS reserves the right to determine if the product is covered by warranty.

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Products returned out of warranty, will be repaired and invoiced according to our fixed scale charges. Prices can be quoted upon request.

Products that are found to be without fault, will be charged a Test & Inspection fee according to our standard charges. This applies for both warranty and non-warranty repairs.

12. Force Majeure:

NKS Tech ApS shall not be responsible for the non-fulfilment of its obligations caused by Acts of God, wars, whether declared or not, riots, civil commotion's, acts, orders, or requests of any Government or any other authority, strikes, lock-outs, accidents in manufacture and any other cause beyond the control of NKS Tech ApS.

13. Warranty:

NKS Tech ApS warrants its equipment to be free from defects in materials and workmanship for one year from date of delivery. Within this period NKS Tech ApS is willing to replace or repair - without charge - all defective goods provided that the faulty equipment or components are sent free of all charges to NKS Tech ApS. No other claim is accepted in respect of defective goods. This warranty does not extend to normal wear, or to any equipment which has been subjected to misuse, neglect, accident, improper installation or application or from failure to follow a required maintenance schedule, when specified in the manual.

In cases where the ordered equipment has to interface with and function together with other equipment, it is the Purchaser's responsibility to provide NKS Tech ApS with sufficient specifications and data, and no responsibility is taken for malfunction resulting from incomplete and/or incorrect information. NKS Tech ApS shall be notified in writing of defects not later than 14 days after such defects have appeared and at the latest one year after the date of delivery. The customer's report should give full details and refer to the model and serial number of equipment.

The warranty is void, if any unauthorised attempt has been made to repair faults or modify the equipment.

Should any equipment be repaired or altered without the written consent of NKS Tech ApS, NKS Tech ApS shall not be held liable for any expenses incurred

thereby, and the warranty shall thereupon be null and void. No warranty can be transferred to any third party without the consent in writing of NKS Tech ApS.

14. Disclaimers:

NKS Tech ApS shall not be liable for loss of profit, loss of time or wages or other consequential damages resulting from defective goods or from the use of the goods. NKS Tech ApS shall not be liable for personal injury and damage to property, unless it is shown that NKS Tech ApS has been guilty of gross misconduct.

15. Approvals:

All electronic equipment is CE-approved according to the European Union Council Directive(s) 89/336/EEC of 3 May 1989. Furthermore the equipment will normally fulfil the safety standards EN 60065 and IEC 950.

Any use of the products is entirely and absolutely at the user's own risk. The purchaser is obliged to maintain or be a part of a waste recovery program according to the laws and regulations of the country of residence of the purchaser and the "Waste Electrical and Electronic Equipment (WEEE) Directive (2002/96/EC)".

16. Proper Law:

Any dispute out of the agreement and/or delivery of the goods which cannot be settled amicably shall be decided by the Maritime and Commercial Court in Copenhagen according to the Danish law

17. Language of documentation:

The language on packaging, manuals and other documentation is in English. The purchaser has the responsibility for any translation to local language.

18. Diverging Conditions:

Any deviation from the above conditions must be confirmed by NKS Tech ApS in writing.

16. May 2006