



Doms Metrology

Doms Metrology ApS General Terms of Sales and Delivery June 01. 2006

General Terms

All of Doms Metrology ApS (in the following denoted DM) services, designs and performances shall be subject to the following terms. By accepting these terms without raising any objections, the Customer is declaring its agreement to their exclusive application for the respective delivery and all subsequent business transactions.

We do not recognise any terms of the Customer which deviate from our terms unless we expressly agreed to the application of such terms in writing.

1 Contractual arrangement

Prior to any services, projects or other work done by DM, a written agreement shall be established. This contract shall as a minimum include description of the scope, content, time plan and economy for the service, project or work.

2 Reservation of Title and Copyright

2.1 Reports and certificates may be publicised, only as complete reports or certificates and only with reference to DM.

2.2 Part of reports and certificates or citations from these may be used and publicised, only after our written consent.

3 Warranty

3.1 In case of an error or a defect in a service, design or report delivered by DM, we shall repair or repeat the service, design or report.

3.2 This warranty is limited to errors or damages detected no more than 12 months from the time of delivery of the service, design or report.

3.3 In case of a warranty claim, the Customer has to alert DM in writing. DM shall, if the claim falls within these General Terms choose to

- a) Repeat the service or test at the place it was originally carried out, or
- b) Have the equipment returned to DM for a repetition of the service or test.

3.4 In case of warranty claims, the transportation risks and costs of transportation for the Customers equipment is carried by the Customer.

4 Liability

Under no circumstances DM may be liable for not fulfilling contractual agreements if the reason for this is outside the control of DM.

4.1 DM cannot be made liable for

- a) Losses and damages unless it is proven that the loss or the damage is caused by an error made by DM or by negligence on the part of DM in connection with a specific project, service or other work ordered by the Customer.
- b) Losses in production, operation hours, profit, or any other direct or indirect losses.
- c) Damages following the Customers use of statements, reported data and or test results if these are not part of the project or task ordered by the Customer or not within its purpose.
- d) Any errors in statements, when these are given on the basis of assumption and not based on documented test and or calibration results.

4.2 When reporting findings, results, solutions related to the projects or tasks required by our Customers, DM will declare, report, and or recommend, on the basis of the knowledge and technical level we master at the time of doing so.

DM accept no liability for doing so, unless it is proven that our knowledge or technical capability was not sufficient for the project or task undertaken by us.

4.3 When carrying out inspection, calibration, test or certification services, DM can be made liable for damages, only if DM has failed to report any errors or damages on the material or equipment under inspection, calibration, test or certification.

4.4 DM has no liability, whatsoever in case of a damage of a product or a damage or loss resulting from the use of a function or functionality of a product which either

- a) Has not been explicitly evaluated or tested by us or is not reported in any inspection, calibration, test report or certificate issued by DM or
- b) Deviate from any description given in the report or certificate itself or from any of the documents related to the product disregarding the origin of such documents.

4.5 DM has no liability, whatsoever if the specific material or equipment causing the damage has not actually been tested by DM.

4.6 The liability of DM is limited to errors, arising when installing and using the equipment as intended and as designed for.

DM cannot be made liable for errors arising from wrong installation, lack of maintenance, normal tear and wear or repair

4.7 If others than the Customer takes legal action against DM based on anything that is outside the liability as stipulated in the above paragraphs, the Customer is liable to take over this legal action on behalf of DM and to reimburse DM all costs, including any cost related to the legal action and damages resulting from court rulings.

5 Legal Venue, Choice of Law

5.1 Copenhagen is agreed as legal venue for all disputes arising out of this agreement in cases in which the Customer is a merchant, a legal entity of public law, a public special fund or has no general legal venue in Denmark. However, we are entitled to sue the Customer at its place of general jurisdiction as well.

5.2 The law of the State of Denmark applicable to the legal relations of contractual partners shall apply without exception; the application of the UN sales law is excluded.