

Terms of sale and delivery



1) Confirmation of order

Orders from purchasers are to be confirmed in writing by Orbital.

2) Price

In the absence of express statements to the contrary, the offer applies for 30 days from the date of the given offer. The prices are conditional upon the delivery date specified by the purchaser being no more than six (6) months from the date of order. Any and all alterations to orders on the part of the purchaser which result in the delivery date extending more than 180 days from the purchaser's original date of order shall be considered new orders for the products in question as regards definition of price. Irrespective of the change in order, the provision concerning charges stated in Item 4 shall apply.

3) Payment

In the absence of any written agreement to the contrary, the purchaser shall pay all invoices by the end of current 15 days from the date of invoice. Should payment deadlines not be met, the purchaser shall be obliged to pay penalty interest in the amount of 2% per month or part thereof from the due date of invoice.

4) Alterations, cancellations and returns

The purchaser shall be entitled to alter or cancel an order up to 90 days before the delivery date most recently confirmed by Orbital. Should the purchaser alter or cancel an order nearer to the planned delivery date, Orbital shall be entitled to demand payment of 5% – plus VAT – of the gross sales price of the product in question. Return of stocked items undamaged are deducted 20% of the invoiced price, however min. €100.00 Items returned more than 2 years from the date of delivery cannot be returned.

5) Delivery

The delivery is ex works.

6) Installation

Insofar as the seller may be contracted to install the products supplied, the relevant installation procedure shall be detailed in a separate annex.

7) Testing and acceptance

The equipment shall be tested via the application of test procedures or programmes prepared by Orbital. Insofar as Orbital may be required to carry out the installation and testing of equipment, delivery shall be considered to have been completed and accepted by the purchaser once Orbital has completed the final tests and confirmed that the equipment fulfils Orbital's specifications, and once Orbital has informed the purchaser of same.

Should the purchaser delay installation and testing of the equipment for more than 30 days after Orbital has issued notification that it is ready to test the equipment, the equipment shall be considered to have been delivered and accepted on the 31st day after the date on which the obligation to pay has come into effect in accordance with the provisions of Item 3 of this document. If Orbital does not carry out the installation, the equipment shall be considered to

have been accepted insofar as Orbital has not received, within 14 days of delivery to the purchaser, a statement from the purchaser in writing to the effect that the equipment does not meet the specifications laid down by Orbital.

8) Repairs of defects and repair period

A.

Orbital will only accept liability for latent faults and defects for a period of one (1) year from the date of delivery.

B. Machinery and equipment

Insofar as faults or defects may be discovered in equipment delivered by Orbital, Orbital shall, on condition that a complaint be made within the period stated above, choose at its own discretion to repair or replace such equipment as may be faulty or defective. Orbital cannot guarantee that the operation of third party products, software or firmware will be free from interruptions or errors.

C.

Should Orbital be unable, within a reasonable period, to repair faulty equipment to the extent that such meets the specifications provided by Orbital with regard to acceptance – cf. Item 7 – the purchaser shall be entitled to a full refund of the purchase price on returning the equipment to Orbital.

D. Limitations to the obligation to repair faults and defects

The obligation to repair faults and defects mentioned above does not cover faults and defects that have arisen from:

1. Incorrect or insufficient maintenance on the part of the purchaser. Cf. user's manual for the product.
2. Use of secondary equipment or software not supplied by Orbital.
3. Non-approved modifications and misuse.
4. Use of the products in physical environments other than those specified.

The above-mentioned obligation to make repairs shall also be void should the purchaser fail to file a complaint without delay following the discovery of faults or defects.

E. Start of period of obligation to make repairs

The period of obligation to make repairs shall start from the delivery date. However, in the event that Orbital carries out the installation, this period shall start from the final acceptance date.

Should the purchaser plan or delay installation by more than 30 days from the agreed delivery date, the period of obligation to make repairs shall start from the 31st day after delivery.

F. Location for repairs

In Denmark, repairs of defects and, if necessary, installation of products shall be carried out free of charge and as specified overleaf.

Paragraph A-E shall apply only in Denmark, unless otherwise agreed in writing.

Repairs of defects at the installation site shall be carried out at the first installation site. If the product is moved from the first installation site, the obligation to make repairs shall only remain in force on condition that the purchaser pays for an extra inspection procedure or installation service at the new site, including all related costs.

G. Freight costs

Products returned to Orbital for repairs are to be sent at the purchaser's expense and risk. Orbital shall then pay for the return of such products to the purchaser. Repairs to faults and defects are subject to the limitations stated in Item 8.

9) Limitation of liability

A.

Orbital expressly declines any and all other forms of liability as regards faults and defects and cannot be obliged to provide additional re-delivery or other assistance, compensation or remuneration of any kind. In particular, Orbital will not make compensation for indirect losses, loss of profits or consequential damage suffered by the purchaser or a third party.

B.

As regards personal injury and/or material damage resulting from faults or defects in products and/or services supplied, Orbital shall only be liable to the extent that liability can be accorded to this company. Orbital's liability for personal injury and/or material damage shall be limited to DKK 10,000,000 per year and to a maximum of DKK 5,000,000 per incidence of damage to property. Under no circumstances can Orbital be held liable for loss of operations, loss of time, loss of profits or other indirect losses of this kind.

10) Specifications

Orbital reserves the right to make changes to the design of and specifications for the products sold at any time, on condition that such changes do not result in a significant deterioration of the purchaser's options for using the product purchased.

11) Export provisions

The purchaser is aware and accepts that the products purchased, and the associated documentation may not be used in contravention of the applicable licences and legislation.

The purchaser confirms awareness of the existence of the provisions mentioned above and is responsible for applying and receiving the necessary permissions.

12) Legislation and venue

The present agreement is subject to Danish law and the parties agree to use the court in Herning, Denmark, as the venue.

13)

The parties are agreed that, in the absence of any subsequent written agreement between the parties, this contract shall constitute the only agreement between the parties.