

§1 Application of sales and delivery terms and conditions

The terms and conditions set out below shall apply to all quotes, order confirmations, sales and deliveries from Canon unless otherwise agreed in writing between the Parties.

§2 Product information, price lists etc.

Information contained in brochures, price lists and other product information from Canon shall solely be binding on Canon to the extent that the agreement with the Customer expressly refers to such information.

Technical documentation that the Customer is provided with by Canon may only be used for the products Canon has delivered and shall not be copied, reproduced, transferred to or otherwise handed to unauthorised third parties by the Customer.

§3 Prices and delivery clause

Unless otherwise indicated, all prices contained in Canon's quotes, order confirmations and other references shall be in DKK excluding VAT, duties, taxes etc. Unless otherwise indicated in the material set out above, Canon shall reserve the right to make changes to prices prior to the delivery date as a result of changes to currency exchange rates, customs duties, production materials or other taxes.

The Customer shall pay the transport costs for the delivery of the goods according to Canon's standard transport prices unless otherwise agreed in writing. For deliveries to islands that are not connected to the mainland by bridge, the Customer shall pay any additional transport and insurance costs.

The prices indicated by Canon for the equipment shall include costs for standard packaging and costs for the securing of the goods during transport, but exclude costs for transport and installing the goods at the Customer's premises, including specific auxiliary equipment or means that are required upon delivery.

§4 Time limit for acceptance of quotes

If Canon provides a quote that does not include a time limit for acceptance of the quote, the quote shall lapse if it has not been accepted by the Customer within thirty (30) days of the date of the quote.

§5 Delivery

Unless otherwise agreed in writing in Canon's quote or order confirmation or by the Parties, the indicated delivery date shall be based on Canon's best estimate.

Delivery shall take place at the Customer's address unless otherwise agreed in writing. The Customer shall be responsible for ensuring that access to the location where the equipment is to be installed is free and unhindered.

Should the agreed delivery time be exceeded by more than fifty (50) days, and provided that this delay is caused by Canon, the Customer may on written notification to Canon cancel the agreement for the part of the delivery in question that has not been provided. In case the delay amounts to more than one hundred (100) days, and the delayed goods have a significant impact on the entire delivery's operations, the Customer may cancel this agreement in its entirety.

Should the Customer postpone the delivery day, Canon shall be entitled to invoice the purchase sum maturing on the original delivery date.

In the event of force majeure, cf. Point 13, Canon's delivery date shall be suspended by a period of time equivalent to the duration of the force majeure in question. Should the force majeure entail that a delivery can only be completed or remedied at disproportionately high cost, Canon shall reserve the right to cancel the agreement.

In cases where force majeure has prevented delivery by more than six (6) months – calculated from the delivery date indicated by Canon – both Parties shall be entitled to cancel the purchase. The Customer may not as a result hereof claim any form of compensation either for direct or indirect loss.

The Customer shall have no other remedy against Canon as a result of delay. The solution included in this agreement may be subject to embargo regulations. For this reason, the Products shall not be exported outside of the EU without prior written consent of Canon.

§6 Installation

Canon shall deliver and carry out installation of the equipment according to the selected installation level. Upon delivery of the equipment, it shall be incumbent on the Customer to ensure the required power supply, air conditioning, ventilation and network installations, along with the means of access, floor capacity and specific auxiliary equipment or means required for the delivery, at the Customer's own expense.

The Customer shall assume any risks related to the installation and use of the purchased Products, including with regard to the Danish Working Environment Authority, environmental authorities and other public authorities.

With regard to the delivery of Software, the Customer shall also ensure that the Customer's systems, servers, network, etc. have the required capacity.

Return of equipment: The customer is obliged, at his own expense, to delete the equipment for any kind of data, including personal data. A missing data deletion is without responsibility for Canon. The customer pays all related costs.

§7 Payment terms

Unless otherwise agreed in writing, Canon's invoices shall be paid within 15 days of the invoice date. Payment after the due date shall be subject to interest on the overdue payment of 2% per month and a minimum of DKK 25 calculated from the due date. Canon shall further be entitled to charge reminder fees and debt collection fees in accordance with the provisions of the Danish Interest Act.

Payment in full shall only happen to the account stated on the invoice. An environmental fee/invoice fee is debited on each invoice according to the current price list. The Customer shall pay the current VAT and any other public taxes.

The Customer shall not be entitled to any set-off without written consent of Canon, and shall not be entitled to withhold any part of the purchase sum related to such set-offs.

If the Customer falls into arrears on this or other Canon agreements, Canon shall reserve the right to withhold deliveries until such arrears have been paid.

If the Customer wishes to make changes to the contract, including changes to terms and conditions or transfer to a third party, and this is agreed with Canon, a change fee shall be invoiced which shall consist of a basic fee and an amount per machine included in the agreement (according to Canon's current price list).

§8 Retention of title

Canon shall reserve the right to ownership of the goods until the entire purchase sum with the addition of interest and any costs has been paid. The Customer shall not be entitled to make provisions that impair Canon's retention of title, including selling, leasing or moving the equipment prior to the full purchase sum with the addition of interest and any costs has been paid.

By purchasing Software, the Customer solely purchases a right to use the concerning Software. In this regard, the Customer shall be obliged to comply with the licensor's/manufacturer's license terms. Canon may suspend the right to use if the Customer does not comply with the license terms, whereupon the Customer's right to use the Software will terminate.

If the agreement states that the purchase sum is financed through leasing, a separate leasing agreement will be entered into. In case of leasing, ownership will not be transferred to the Customer. The delivered products will remain in Canon's or the finance company's ownership, cf. the leasing agreement.

§9 Canon's liability for faults – limitation of liability

The Customer shall examine the goods on delivery. Canon shall immediately and within five (5) days after the delivery of the goods be notified in writing of faults that are discovered or should have been discovered during such examination or are discovered subsequently. The Customer may under no circumstances make claims for faults more than one (1) year after the delivery of the goods.

Faults shall be remedied at Canon's discretion by repairing the fault onsite or replacing the equipment at the original delivery location. It shall be the Customer's responsibility to ensure that remedy and/or redelivery can take place at the original delivery location unless otherwise agreed between the Parties. Canon shall, however, be entitled to carry out remedy of faults at Canon's premises or the premises of a service engineer appointed by Canon. Should remedy of faults entail disproportionately large costs, Canon shall be entitled instead to provide the Customer with a pro rata reduction of the purchase sum equivalent to the reduction of the value of the equipment.

Canon shall not have any obligation to remedy defects in hardware/software which the Customer has changed.

In addition to the provisions in the present §9, the Customer shall not be entitled to make a claim against Canon on the basis of faults on the equipment, irrespective of whether the Customer's losses or costs are directly or indirectly caused by faults on the equipment.

Indirect loss

Canon cannot under any circumstances be held liable for operating losses or other indirect losses or consequential losses.

§10 Product liability etc.

Canon shall solely be liable for personal injury or damage to property as a result of faults on the supplied goods (product liability) to the extent that such liability is mandatory in law. Canon shall not be liable for damage to the Customer's property or other effects used for commercial purposes (damage to commercial property). Canon shall further not be liable for the Customer's loss of data as a result of faults on the delivered goods.

§11 Venue and applicable law

Disputes arising from the present agreement shall be settled by the Copenhagen City Court. Disputes between the Parties shall be settled according to Danish law.

§12 Force majeure

Canon shall not be held liable to the Customer as a result of circumstances that prevent the fulfilment of the present agreement or make such fulfilment unreasonably burdensome, including labour conflicts and any other circumstances for which the Parties are not responsible such as fire, war, mobilisation or equivalent military call-up, requisitioning, seizure, currency restrictions, revolt and unrest, lack of means of transport, general goods deficits, natural disaster, restrictions to operational requirements and defects or delay to supplies from suppliers caused by any of the circumstances set out in the present point. Should the force majeure event have a duration of more than ninety (90) calendar days, each Party shall be entitled on written notice to terminate the present agreement with immediate effect without this resulting in further claims between the Parties, including the right to compensation or damages.