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**Terms and Conditions of sale**  
**TJ-Imaging ApS**  
**Company registration no.: 37413097**

These terms and conditions of sale apply to all agreements, unless otherwise agreed in writing.

**1 Company information**

- 1.1 TJ-Imaging ApS, company registration no 37413097, has established itself at the address Trolldholm 5, 9400 Nørresundby ("TJI").
- 1.2 TJI can be contacted by phone at +45 5371 5520 as well as by e-mail at info@tj-imaging.com.
- 1.3 TJI is organized as an ApS.

**2 Entire agreement**

- 2.1 These terms and conditions along with TJI's offer, order confirmation and any appendixes attached to the aforementioned documents shall constitute the entire agreement between the parties ("**Agreement**").  
  
TJI uses pro forma invoices as the document, which confirms in finality the precise terms of the parties' agreement after the exchange of offer and acceptance of the offer.
- 2.2 Modifications or additions to the Agreement are only valid insofar as they have been agreed upon in writing.
- 2.3 TJI hereby expressly rejects any and all different, conflicting, or additional terms of the buyer appearing on any purchase order or any other document, and such terms will have no force of effect, either through acceptance of such purchase order by TJI in writing or by performance.

**3 Offer and pro forma invoice**

- 3.1 TJI's written offers lacking a deadline for acceptance, shall be voided unless due acceptance has arrived at TJI within 14 days of the offer's dating.  
  
TJI's offers regarding demo-, used, or goods on sale are only valid for as long as such limited goods are in stock in TJI's storage.
- 3.2 TJI reserves the right to assign any non-binding offers or orders for stocked goods to other customers.
- 3.3 Orders are not binding for TJI until TJI's pro forma invoice has been dispatched to the customer and TJI has received written acceptance from the customer.
- 3.4 The customer is not entitled to cancel or modify any binding order, unless TJI by exception has agreed hereto in writing. If TJI accepts a cancellation or modification of the order, the customer must indemnify TJI of all additional costs or losses incurred due to the cancellation or modification, however, such indemnification shall never be less than 10 % of the contracting price excl. VAT.
- 3.5 If TJI has not accepted modification or cancellation of the order in writing, the customer shall put TJI in the same position as if the order had been fulfilled without default and pay the contracting price to TJI with a deduction of TJI's avoided costs.

**4 Prices**

- 4.1 All prices are excl. VAT, shipping, customs, taxes and other duties unless TJI states otherwise.  
  
Prices are in such currencies as are set forth in TJI's individual offers.
- 4.2 If the prices of the offered or agreed deliveries change due to changes in purchase costs, the prices of raw materials, currency rates, shipping costs, customs, taxes, other duties etc., TJI shall be entitled to alter the prices offered or agreed to by the customer accordingly.
- 4.3 Prices agreed on by TJI and the customer do include disposable packaging or reusable packaging unless otherwise agreed in writing. The customer will not be compensated, in full or in part, for the return of such packaging.

## **5 Payment**

- 5.1 The customer shall pay the purchase price in full before the goods are shipped, unless otherwise explicitly agreed in writing.

TJI is not obligated to ship the goods before the customer complies with this provision.

- 5.2 The purchase price is due no later than 8 days from the dating of the pro forma invoice.

- 5.3 For late payment interests accrue at 1.5% per beginning month.

- 5.4 Payment by setting off cannot occur if the customer's claim is disputed.

- 5.5 Default of TJI's terms of payment is considered a fundamental breach of the contract and entitles TJI to stop all further deliveries and demand every receivable, whether payable or not, paid immediately.

- 5.6 Bank details:  
Spar Nord Bank Aps  
Østergade 8  
9800 Hjørring  
Denmark

SWIFT: SPNODK22

Currency	IBAN
DKK	9001 4587178775
EUR	DK0790014587178805
USD	DK8290014587178813
GBP	DK7890011400119046

## **6 Product information and modifications**

- 6.1 Information in product information, catalogues, datasheets, illustrations, pricing lists, commercials and the like are non-binding for TJI, unless TJI explicitly declares otherwise in writing in a document which is part of the Agreement.

- 6.2 TJI retains the right to modify all product specifications with 7 days notice, if such modifications can be made without significant detriment to the customer.

## **7 Returns**

- 7.1 TJI does not accept returned goods.

## **8 Shipping**

- 8.1 Delivery to places inside the European Union (EU) is done FCA – Free Carrier as set forth in INCOTERMS 2010, unless otherwise explicitly agreed in writing.

- 8.2 Delivery to places outside the European Union (EU) is done FCA – Free Carrier as set forth in INCOTERMS 2010, unless otherwise explicitly agreed in writing.

The customer is responsible for any export documents and shall carry any costs arising out of or in relation hereto.

- 8.3 The customer accepts sole liability for any loss or damage in the goods after the time of delivery.

- 8.4 All shipping at TJI's expense is conditioned upon the place of delivery being readily accessible.

## **9 Shipping times**

- 9.1 Shipping times are determined individually in TJI's offer or pro forma invoice.

- 9.2 Shipping times are determined by TJI according to our best estimations and considering the circumstances, which were present at the time the offer was made and/or the Agreement entered into.

- 9.3 Unless otherwise agreed in writing, a postponement of the date of delivery of up to 180 days is always considered timely delivery, meaning that the customer may not raise any claim against TJI on such grounds.

- 9.4 TJI informs the customers of changes to the delivery schedule immediately after the changes become known to TJI.

## **10 Delay**

- 10.1 If TJI does not deliver at the agreed time of delivery, as may be extended pursuant to the Agreement, the customer may call for delivery in writing and set a final, reasonable delivery date.
- 10.2 If delivery does not occur before the abovementioned final delivery date, the customer is entitled to avoid the purchase.
- 10.3 The customer is not entitled to claim compensation for any direct or indirect losses or to raise any other claims for the delayed delivery, including in the event of avoidance due to delayed delivery.

## **11 Non-conformity and notice**

- 11.1 At the time of delivery, the customer shall immediately, and no later than 8 days after receipt of the goods, perform such examination of the goods as conforms with professional standards.
- 11.2 If the customer would claim for non-conformity, the customer must immediately after the non-conformity is or ought to have been discovered give written notice to TJI with a description of the nature of the non-conformity.
- 11.3 If the customer has or ought to have discovered non-conformity and the customer has not given notice hereof as set forth above, the customer may not claim for the non-conformity at a later time.
- 11.4 TJI chooses whether to remedy any non-conformity by replacement or reparation, compensate by proportional partial refund, or redeliver.
- 11.5 The remedying of non-conformity does not include non-conformity, which is caused by incorrect installation and/or failure to use the goods in strict compliance with TJI's instructions or attached user instructions, faulty or incorrect usage, modifications or technical operations performed without prior written consent by TJI, or usage that violates medical or technical standards for such goods.

Furthermore, the customer shall be solely liable and bear the risks of any damage or loss caused by usage in violation of standards set by manufacturer of the goods.

- 11.6 The right to remedy non-conformity does not cover parts exposed to wear and tear. Costs of installing or removing such parts are not included in the right to the remedy of non-conformity.
- 11.7 If the customer is capable of remedying the non-conformities at his location, TJI's obligation to remedy non-conformity may be fulfilled by shipping new, used or repaired parts.
- 11.8 If non-conforming deliveries or parts are returned to TJI for redelivery or repair, and the customer has complained in due time, TJI must bear all costs and risks associated with the shipping, unless TJI instead requires the delivered goods discarded at TJI's own costs.
- 11.9 Deliveries or parts shipped to the customer constituting redeliveries or repaired parts for the remedying of non-conformity are shipped at TJI's cost and risk.

## **12 Warranty**

- 12.1 TJI guarantee that the goods are unencumbered and free of third-party monetary claims.
- 12.2 Except for as stipulated in the Agreement, goods are delivered as-is and without warranties, guarantees or assurances of any kind from TJI.

Where third parties have provided TJI with warranties for goods sold to the customer, the customer shall obtain rights to such third-party warranties from TJI to the extent that such a transfer of warranties is possible.

## **13 Retention of title**

- 13.1 TJI retains the title of the goods until the contracting sum, costs of delivery, shipping and handling as well as incurred insurance costs paid out by TJI on behalf of the customer have all been fully paid by the customer.

## **14 Local laws and regulations**

- 14.1 TJI is not liable for compliance with applicable laws and regulations in countries in which the buyers uses or imports the goods. Hence, the buyer is assumed to have obtained all permits, licenses, registrations and other approvals required by every national, local or municipal government or agency, in respect of the buyer's use of the goods, including for resell and marketing.

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## **15 Limitations of liability**

- 15.1 TJI is not liable for any non-conformities except as provided by separate guarantees.
- 15.2 TJI's liability is limited to direct losses and can, regardless of cause or the nature of the claim, never exceed the amount invoiced for the delivery, which caused the loss or is the direct cause of the claim or directly related hereto.
- 15.3 TJI is not liable for loss of revenue, loss of savings, or other indirect losses or consequential damages caused by usage of the goods or the inability to use the goods, regardless of whether TJI has been informed that such claims may be raised and regardless of whether this is due to simple or gross negligence.
- 15.4 TJI is not liable for non-conformity in prototypes or other goods, which the customer has been made expressly aware that TJI cannot confirm as suited for use in the manner intended by the customer, including goods which the customer has modified.
- 15.5 If the customer has an enforceable claim against TJI, such a claim must be pursued no later than 1 year after the time of delivery, after which the customer cannot pursue the claim against TJI.

## **16 Force majeure**

- 16.1 TJI is not liable for losses caused by extraordinary circumstances and which prevent, hinder or increase the cost of fulfilling the Agreement, if they arise after the offer is made and lie outside TJI's control, including:
- 16.2 Employment disputes, strikes, lockout, fire, war, rebellion, internal strife, weather and natural disasters, currency restrictions, seizure by public authorities, import- or export embargos, disruption of transport infrastructure, including energy distribution, significant price- and/or duty increases, currency fluctuations, production and shipping hindrances caused by circumstances, which cannot be ascribed to TJI as well as force majeure and/or hardship suffered by relevant sub-suppliers.
- 16.3 Both parties are entitled to terminate the Agreement by written notice, if the fulfillment of the Agreement proves impossible due to any of the abovementioned circumstances. Such notice must be given within a reasonable period of time after the terminating part discovers or ought to have discovered the impossibility of fulfillment.

## **17 Immaterial rights**

- 17.1 TJI has no rights, ownership or interest in software or other immaterial rights related to the physical goods, including licensing products related to the goods.

The sale of the physical goods includes only the physical goods themselves and any compliance with immaterial rights are the sole responsibility of the customer.

- 17.2 The Agreement does not constitute a transfer of immaterial or proprietary rights in any way, shape or form.

## **18 Product liability**

- 18.1 TJI is liable for product liabilities in accordance with the regulations set forth in Danish law regarding product liability.
- 18.2 The customer must give immediate notice to TJI if a third party raises a product liability claim against the customer.
- 18.3 To the extent that TJI is made liable to a third party, the customer is obligated to indemnify TJI insofar as such a liability exceeds the boundaries set forth above, including for goods which the customer has modified and for which the customer bears full and sole liability.
- 18.4 The customer is liable to be sued at the same venue, which litigates claims for compensation against TJI based on the alleged defects of TJI's deliveries.

## **19 Partial invalidity**

- 19.1 Insofar as one or more provisions of these terms and conditions are found to be invalid, illegal or unenforceable, no other provisions shall have their validity, legality or enforceability be affected or diminished by such partial invalidity.

## **20 Disputes, choice of law and choice of venue**

- 20.1 Any dispute between the parties, which cannot be solved amicably, shall be settled solely by the Aalborg District Court under the application of Danish law.
- 20.2 Danish international private law, which points to a chosen law other than Danish law, and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are not, however, applicable.

THE DANISH VERSION OF THESE TERMS AND CONDITIONS OF SALE IS AUTHORITATIVE.