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# Terms of Purchase

## TJ-Imaging ApS

Company registration no.: 37413097

These terms of purchase 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 Troldholm 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 Scope of application

- 1.1 All deliveries of goods and services to TJI shall be subject to these Terms of Purchase, unless otherwise explicitly agreed in writing.

### 3 Terms of Delivery

- 3.1 If the seller has informed TJI of a time of delivery and TJI does not receive the goods in such time, the seller shall identify TJI of all losses resulted from such delay.
- 3.2 Delivery to TJI is at the seller's expense and risk until a) the goods have been delivered to TJI's address, or b) the goods have been delivered to the final destination as set by TJI. Derogation from this provision requires written and explicit agreement.

If TJI has agreed to deliver specific goods, TJI shall carry the risk and costs of transportation from the first time of handling by a carrier hired by TJI and until delivery is made at the agreed destination.

- 3.3 If the seller defaults its obligations of delivery, TJI shall have sole choice in the possible remedies.

### 4 Prices and retention

- 4.1 The seller informs TJI of the total price including taxes, tariffs, charges, etc. The seller carries any costs not disclosed.
- 4.2 The seller is not entitled to retention in goods or payments.
- 4.3 Ownership of goods transfers to TJI no later than at the time when full payment is made, and any retentions of title in the sellers standard terms are hereby refused by TJI.

### 5 Personal data and GDPR

- 5.1 The seller warrants and guarantees that all goods delivered to TJI have been irreversibly purged of all personal data.
- 5.2 If the seller does deliver goods containing personal data, the seller shall indemnify TJI of all losses incurred due to or in relation to such personal data.
- 5.3 TJI hereby expressly rejects any and all different, conflicting, or additional terms of the seller 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.

### 6 Liability and warranty

- 1.2 If the seller is located outside the EU, the seller agrees to indemnify TJI of any possible product liability claim as though the seller had manufactured the goods sold to TJI.
- 1.3 The seller warrants that any goods that the seller undertakes to deliver to a place set by TJI can be legally transported to that place, received at that place, and used in that place in accordance with the normal use of such goods.
- 1.4 The seller indemnifies TJI for any liability due to material defects or defects in title as relates to the goods, including legal costs.

### 7 Choice of Law and Venue

- 7.1 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.

- 7.2 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.
- 8 **Authoritative language version**
- 8.1 The Danish version of this Agreement is authoritative.