

# Terms and Conditions

## hardware and software

### General

These Terms and Conditions apply for all quotes, sales and deliveries unless otherwise agreed in written between the parties. By sales to consumers the mandatory legislation always has preference over the here stated conditions.

### Ordering of goods

Goods can be ordered by telephone, fax or e-mail.

### Prices/delivery/shipment

M Networks' prices are stated in quotes. The stated prices are ex vendor and excl. shipping costs. M Networks disclaims any liability towards the buyer in case of late delivery.

### Projects/quotes/delivery

M Networks does not keep hardware or software products in stock. Consequently, M Networks depends upon deliveries from third parties. As time of delivery can vary from the manufacturers, M Networks must have received written acceptance of quoted goods minimum 15 days prior to the planned delivery date of the project.

If it is impossible to procure the offered components before the planned delivery date, M Networks will immediately inform about the resulting situation and in collaboration with the customer seek to find other components that can replace the offered components – alternatively postpone the delivery date.

### Terms of Payment

All deliveries will take place against settlement in cash /cash on delivery unless agreement of credit has been entered. By overdue payment M Networks is entitled to charge interest at a rate of 2% per commenced month from due date till payment is made, together with a fee of DKK 150,00 excl. VAT.

### Retention of Title

M Networks reserve the property right to delivered goods until the full price incl. shipping costs as well as any interest and fees have been completely settled.

### Complaint

Notification of defects that the buyer should have discovered by ordinary examination of the goods must be made to M Networks no later than 8 days upon receipt of the goods.

Notification of defects discovered later must be made to M Networks no later than 8 days after the defect has been found.

### Warranty

M Networks grants 1 year's guarantee from date of invoice. In case of manufacturer warranty exceeding 1 year, a guarantee repair at the manufacturer is offered, but for a number of products a longer repair time must be expected. It will appear from the invoice at the time of purchase whether a special manufacturer guarantee is granted. The guarantee covers manufacturing and material defects. The guarantee is void if the defect is caused by the buyer, for instance due to unauthorized or wrong repair or use. The guarantee also void if the serial number has been removed or damaged and if the product has been connected to wrong or incorrect voltage/type of current.

### Guarantee repairs/repairs

All repairs are handled according to the paragraph about return of goods.

Repair of goods outside the guarantee period is billed according to valid hourly rates. The price does not include spare parts. Minimum charge is ½ hour.

### Return of goods

M Networks does not accept return of delivered goods. However, M Networks does accept return of products according to the conditions of guarantee repair and correction of errors made by M Networks.

Products may not be returned without prior agreement with M Networks. Return form (request for return) must be sent by mail to M Networks at the address [rma@mnetworks.dk](mailto:rma@mnetworks.dk) with copy of invoice, order confirmation or delivery note and with information of cause of return and specific description of the defect.

The return form can be downloaded from [www.mnetworks.dk](http://www.mnetworks.dk) or obtained by calling +45 7010 7005.

When the conditions of return have been fulfilled and all relevant information has been received, M Networks will issue a return order confirmation with a RMA number.

The return order confirmation will be forwarded by e-mail/fax to the buyer.

Products must be returned to M Networks in the original packaging where the RMA number has been clearly noted.

Products must be returned to M Networks within 5 days upon receipt of the RMA number.

### Loss of data

M Networks disclaims any liability what so ever towards loss of a buyer's data. Consequently, M Networks always urges the buyer to secure copy/backup of all data.

### Limitation of liability and reservations

To the extent that M Networks is liable towards the buyer, M Networks' liability is limited to the direct loss and therefore does not include consequential damage on connected equipment and indirect loss as lost earnings, shipping costs, operating loss, installation costs etc.

M Networks disclaims any liability towards consequential damages that the buyer/third party may suffer due to any errors in the delivered goods. M Networks is not liable towards the consequences of the buyer's legal relationship with third parties. In case of cancellation of the purchase, the buyer cannot claim a higher price than valid current price at the time of cancellation.

### Force majeure

Any order is received subject to force majeure, including war, civil unrest, natural disasters, strikes and lockouts, disruptions in supply of raw material, fire, damage to the production facilities of M Networks or M Networks' suppliers, disruptions in transportation, import/export prohibition or any other event that obstructs or limits the ability of M Networks or M Networks' suppliers of delivering the goods.

In case of force majeure, M Networks can choose between cancelling the order or parts of the order or delivering the ordered goods once the obstruction of normal delivery is eliminated. In case of force majeure, M Networks is not liable for any loss that the buyer may suffer due to lack of supply.

Manuals included in M Networks' products frequently occur in English. The buyer cannot file a claim towards M Networks that these should occur in Danish.

Any delivery is subject to printing errors, changes of prices and currencies and any changes in the product specifications.

Nivå, 1st December 2017

# Terms and Conditions

## Consulting

### Extent

To the extent that no other agreement has been made with regard to a specific task, the terms below must apply for all tasks carried out by M Networks A/S for a party placing an order, hereafter called the Customer.

### Guidelines for the execution of the task

Upon entering final agreement, M Networks is obligated to execute the work specified by the customer and to follow the certain guidelines for the execution of the task that M Networks and the customer have agreed upon. Descriptions and documentation are prepared according to the Customer's requests. The Customer pays M Networks' expenses for project specific education.

### Staff

Provided that there is a significant reason, the Customer or M Networks respectively has the right to demand change of the staff assigned to the execution of the task. If M Networks uses a sub-supplier for parts of the task, the Customer's legal position towards M Networks is changed. If one or several M Networks employees assigned to a task, no matter the reason, cannot work on the task anymore, M Networks must replace the employee within 4 weeks with another employee with similar experience. The Customer must be noticed in advance.

During execution of a task, M Networks has the right to let their employees participate in planned supplementary training. Furthermore, M Networks employees must have access to participate in M Networks' internal meetings and seminars. The Customer is informed about the absence of the employees and the duration hereof in advance. If M Networks executes tasks at the Customer's address, the Customer must provide appropriate working space for M Networks' employees.

### Working hours

M Networks' ordinary working hours are 8:30 – 16:30, Monday to Thursday and Friday 8:30 – 16:00.

### Price

M Networks settles the task per hour according to the agreed price per hour excl. VAT. The price per hour includes all M Networks' working expenses including costs of insurance, pension, holiday payment, illness etc. M Networks' invoicing must be documented by time reports and bookkeeping. Changes in price per hour must be agreed with the Customer every year in December for the following calendar year. Changes can be made at other times as well. When the Customer orders work executed outside ordinary working hours, M Networks has the right to increase the price per hour with 100% for work executed on Saturdays, Sundays and public holidays and after 20:00 and before 08:00 on the remaining days of the week. All other documented costs in relation to work executed outside normal working hours are refunded by the Customer.

M Networks has the right to demand refund of all documented costs and travelling hours in connection with agreed travels outside the Copenhagen area.

### Payment

Payment is done twice per month according to invoice which is due for payment net cash 14 days from date of invoice. The extent of the executed work as well as the number of working hours must appear from the invoice. If the invoice has not been paid before 10 days after the date of invoice, M Networks has the right to demand interest on overdue payment of 2% per month from the due date together with reminder fee plus VAT.

### Property rights and right of utilization

When the Customer has paid M Networks' total claim regarding a given task, the property rights of the delivered product is transferred to the Customer. M Networks has the right to use the knowledge that M Networks has obtained in connection with working on a task when executing other tasks.

### Interruption and limitation of the task

The Customer has the right to interrupt the execution of an ongoing task or limit the extent of the task. However, in this situation M Networks can claim payment of work already executed and negotiations of a fair compensation payment to M Networks must be started.

### Confidentiality

M Networks is obligated to ensure that M Networks' staff or other persons working with the task on behalf of M Networks observe unconditional confidentiality with regard to any business secret that may come to their knowledge.

### Employment of consultants

The Customer is obligated not to employ or hire any of M Networks' consultants during the contract period and hereafter in a period of 6 months after the termination of the contract.

### Force majeure etc.

In case of strike, lockout, war, fire, accidents and force majeure in general or other events where M Networks has no influence and which obstruct, delay or complicate the execution of the task, M Networks has the right to prolong the time schedule to a reasonable extent or to stop the execution of the task entirely without any claim for compensation from the Customer.

### Claim for damages

If the Customer has suffered any damages which M Networks is liable to pay damages for, the claim for damages is limited to an amount corresponding to 10% of the payment that M Networks has received for the task, not exceeding DKK 100,000.00. Claim for damages must be raised immediately after the damage has occurred. Furthermore, it is presumed that the Customer has taken reasonable precautions to limit the damage. The Customer's claim for damages towards a third party is not included in M Networks' liability to pay damages.

### Disputes

Any disputes that may arise from this agreement must be finally settled for M Networks and the Customer by a court of arbitration in Copenhagen who in its ruling should be bound by the legal rules in force. The court of arbitration must consist of 3 arbitrators. Each party appoints an arbitrator. These two arbitrators jointly appoint an umpire. If the arbitrators cannot agree on an umpire, the President of the "Østre Landsret" will appoint an umpire, or if he wishes to do so he can undertake the job himself.

However, if the dispute relates to a clear claim which is due for payment, a party is entitled to file a lawsuit at the ordinary courts.

Nivå, 1st December 2017