

# MCH og DiaLabXpos Terms and conditions of purchase

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**DiaLabXpo**  
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# Terms and conditions of purchase

## Standard terms and conditions of purchase and delivery

### 1. USE

Standard terms and conditions of purchase and delivery ("Conditions") apply to all agreements about MCH A/S' (the Company) sale, rental and delivery of products and services to customers.

### 2. TERMS OF AGREEMENT

The conditions constitute, together with the Company's offers and order confirmations, the entire Terms of Agreement about the Company's sale/rental and delivery of products and services to the Customer ("Terms of Agreement"). The Customer's terms of purchase, whether printed on orders or communicated to the Company in any other way, do not form part of the Terms of Agreement.

Changes or additions to the Terms of Agreement only apply, if the parties have made a written agreement on this.

### 3. PRODUCTS AND SERVICES

Products and services, that the Company sells/rents out and/or delivers to the Customer, comply with Danish law upon delivery and is handled in the correct workmanlike manner.

## 4. LIMITATION OF LIABILITY

Products and services, which the Company sells/rents out and delivers to the Customer, are intended for exhibitions and use in Denmark. Notwithstanding, potential opposite conditions in the Terms of Agreement, the Company will in no circumstance be liable for any loss or damages that can be attributed to use for other purposes or to use outside Denmark. The Customer must indemnify the Company, as far as the Company might become liable for such loss or damage.

## 5. PRICE AND PAYMENT

The price for products and services complies with the Company's existing price list at the time of the Company's confirmation of the Customer's order, unless the parties have made other agreements in writing. All prices are exclusive Danish VAT.

The Customer must pay all invoices for products or services in accordance with what is printed on the invoice, unless the parties have made other agreements in writing.

If the Customer neglects to pay an invoice for products or services in time, for reasons that the Company cannot be held liable, the Company is entitled to an interest of 1% per month of the due amount from time of payment and until payment is made.

## 6. ORDER CONFIRMATION

The electronic order confirmation is binding for the Customer.

In case the order confirmation differs from the Customer's order, and the Customer does not wish to accept the content, the Customer must notify the Company about this no later than 5 work days after the order confirmation's dating. If the Customer neglects to do this, the Company will consider the content of the confirmation as accepted by the Customer.

The Customer can only change an accepted order with the Company's preceding specific acceptance.

## 7. DELIVERY AND CHECK-UP

The Company delivers all products and services at the time stated in the Company's order confirmation. Whether the Company uses subcontractors is of no concern of the Customer. The Company is entitled to deliver before the agreed delivery time, unless the parties have agreed on something else.

The Customer is obliged to check all products and services upon delivery. If the Customer discovers any faults or imperfections, that the Customer wishes to plead, this must be communicated immediately to the Company. If a fault or imperfection, that the Customer discovers or should have discovered, is not communicated at once to the Company, it cannot be pleaded later on.

## 8. RESPONSIBILITY & FORCE MAJEURE

Each party is responsible for own actions and omissions according to the law in force, with the limitations that follow from the Terms of Agreement.

The Company is responsible for product liability with regard to the delivered products, as far as such a responsibility follows from absolute law. The Customer must indemnify the Company, as far as the Company should become liable to product liability in addition to this.

Regardless of potential opposite conditions in the Terms of Agreement, the Company is not responsible to the Customer for indirect loss, including loss of production, sales, profit, time or goodwill, unless this has been caused intentionally or gross negligently.

Regardless of potential opposite conditions in the Terms of Agreement, the Company is not responsible to the Customer for missing fulfilment of obligations that can be related to force majeure. The freedom from responsibility endures as long as force majeure endures. Force majeure is considered as conditions beyond the Company's control and which the Company should not have predicted at the time of the signing of the agreement. Examples of force majeure are exceptional nature conditions, war, terror, fire, floods, vandalism and work conflicts.

## 9. EXISTING LAW & VENUE

The trade between the parties is subject to Danish law in every sense.

Any dispute that might occur in connection with the trade between the parties, must be attempted settled amicably. If no settlement is reached, the dispute must be subsequently settled by the Court in Herning.

/Herning, September 2013.