

Terms and Conditions of Sale and Delivery

CCTV Nordic A/S



1. Application

1.1 Application. The general terms and conditions of sale and delivery (the Conditions) apply to all agreements regarding CCTV Nordic, CVR number 3548 5392 (CCTV Nordic) for the sale and delivery of products, spare parts, and related services to business customers.

2. Basis of Agreement

2.1 Basis of Agreement. The Conditions, together with CCTV Nordic's offers and order confirmations, constitute the entire basis of agreement (Agreement Basis) for CCTV Nordic's sale and delivery of products, spare parts, and related services to the customer. The customer's purchasing terms, whether printed on orders or otherwise communicated to CCTV Nordic, do not form part of the Agreement Basis.

2.2 Amendments and Additions. Amendments to and additions to the Agreement Basis are only valid if agreed upon in writing by both parties.

2.3 Legal Status. Each party must immediately notify the other party if they change their legal status, enter bankruptcy or restructuring proceedings, or undergo voluntary liquidation.

3. Products, Spare Parts and Services

3.1 Products and Spare Parts. The products and spare parts sold and delivered by CCTV Nordic to the customer are new and comply with Danish law at the time of delivery. CCTV Nordic sells and supplies spare parts for a product for at least 36 months after it has been delivered to the customer.

3.2 Limitation of Liability. The products, spare parts, and related services sold and delivered by CCTV Nordic to the customer are intended for the purposes and specifications specified by the manufacturer. Notwithstanding any contrary provisions in the Agreement Basis, CCTV Nordic shall in no event be liable for any loss or damage arising from use for other purposes or use outside Denmark. The customer shall indemnify CCTV Nordic to the extent that CCTV Nordic incurs liability for such loss or damage.

4. Price and Payment

4.1 Price. The price for products, spare parts, and related services follows CCTV Nordic's applicable price list at the time CCTV Nordic confirms the customer's order, unless otherwise agreed in writing by the parties. For larger deliveries, CCTV Nordic is entitled to require payment of 50% of the order value at the time of ordering and 50% upon delivery. All prices are exclusive of VAT.

4.2 Payment. The customer must pay all invoices for products, spare parts, or related services no later than 14 days after invoicing, unless otherwise agreed in writing by the parties.

4.3 Ownership. The products/equipment remain the property of CCTV Nordic until full payment has been made.

5. Late Payment

5.1 Interest. If the customer fails to pay an invoice for products, spare parts, or related services on time for reasons beyond CCTV Nordic's control, CCTV Nordic is entitled to charge interest on the overdue amount at a rate of 5% per month from the due date until payment is made.

5.2 Termination. If the customer fails to pay an overdue invoice for products, spare parts, or related services within 14 days after receiving a written demand for payment from CCTV Nordic, CCTV Nordic is, in addition to charging interest under section 5.1, entitled to:

- (i) terminate the sale of the products, spare parts, and/or related services affected by the delay,
- (ii) terminate the sale of products, spare parts, and/or related services not yet delivered to the customer or require advance payment for them, and/or
- (iii) assert other remedies for breach of contract

6. Offers, Orders and Order Confirmations

6.1 Offers. CCTV Nordic's offers are valid for 30 days from the date of the offer unless otherwise stated in the offer. Acceptance of an offer received by CCTV Nordic after the acceptance deadline is not binding on CCTV Nordic unless CCTV Nordic informs the customer otherwise.

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6.2 **Orders.** The customer must place orders for products, spare parts, or related services with CCTV Nordic in writing, preferably by email. An order must include the following information for each ordered product, spare part, or service:

- (i) Order number,
- (ii) Item number,
- (iii) Item description,
- (iv) Quantity,
- (v) Price, and
- (vi) Delivery address.

6.3 **Order Confirmations.** CCTV Nordic aims to send a written confirmation of an order for products, spare parts, or related services to the customer no later than 2 business days after receiving the order. Order confirmations must be in writing to be binding on CCTV Nordic.

6.4 **Order Changes.** The customer may not change a submitted order for products, spare parts, or related services without CCTV Nordic's written consent.

6.5 **Conflicting Terms.** If CCTV Nordic's confirmation of an order for products, spare parts, or related services does not match the customer's order or the Agreement Basis, and the customer does not wish to accept the conflicting terms, the customer must notify CCTV Nordic in writing no later than 2 business days after receiving the order confirmation. Otherwise, the customer is bound by the order confirmation.

7. Delivery

7.1 **Delivery Term.** CCTV Nordic delivers all sold products and spare parts from its own warehouses unless otherwise agreed. CCTV Nordic uses its own freight forwarders. The buyer is responsible for transport damages and must specifically indicate whether the goods should be insured during transport. Otherwise, the freight forwarder's insurance terms apply.

7.2 **Delivery Time.** CCTV Nordic delivers all sold products, spare parts, and related services at the time specified in CCTV Nordic's order confirmation. CCTV Nordic is entitled to deliver before the agreed delivery time unless otherwise agreed by the parties.

7.3 **Inspection.** The customer must inspect all products, spare parts, and related services upon delivery. If the customer discovers a defect or deficiency they wish to claim, it must be reported in writing to CCTV Nordic immediately. If a defect or deficiency that the customer discovers or should have discovered is not immediately reported in writing to CCTV Nordic, the claim cannot be made later.

8. Delayed Delivery

8.1 **Notification.** If CCTV Nordic expects a delay in the delivery of products, spare parts, or related services, CCTV Nordic will inform the customer and provide the reason for the delay along with the new expected delivery time.

9. Warranty

9.1 **Warranty.** CCTV Nordic guarantees that products, spare parts, and related services are free from significant defects in design, materials, and workmanship for 12 months after delivery, unless otherwise agreed in writing.

9.2 **Exceptions.** CCTV Nordic's warranty does not cover defects or deficiencies caused by:
(i) normal wear and tear,
(ii) storage, installation, use, or maintenance contrary to CCTV Nordic's instructions or standard practice,
(iii) repairs or modifications carried out by parties other than CCTV Nordic, and
(iv) other circumstances for which CCTV Nordic is not responsible.

9.3 **Notification.** If the customer discovers a defect or deficiency during the warranty period that they wish to claim, they must notify CCTV Nordic in writing immediately. If a defect or deficiency that the customer discovers or should have discovered is not reported in writing to CCTV Nordic immediately, it cannot be claimed later. The customer must provide CCTV Nordic with the necessary information regarding the reported defect or deficiency as requested.

9.4 **Inspection.** Within a reasonable time after receiving a notification from the customer about a defect or deficiency, CCTV Nordic will assess the claim and inform the customer whether the defect or deficiency is covered by the warranty. Upon request, the customer must send defective parts to CCTV Nordic.

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The customer bears the cost and risk of transporting parts to CCTV Nordic. If the defect or deficiency is covered by the warranty, CCTV Nordic bears the cost and risk of transporting parts to the customer.

9.5 **Remedy.** Within a reasonable time after notifying the customer under section 9.4 that a defect or deficiency is covered by the warranty, CCTV Nordic will remedy the defect or deficiency by:

- (i) replacing or repairing defective parts, or
- (ii) sending parts to the customer for self-replacement or repair.

10. Liability

10.1 **Liability.** Each party is responsible for its own actions and omissions in accordance with applicable law, subject to the limitations set forth in the Agreement Basis.

10.2 **Product Liability.** CCTV Nordic is liable for product liability concerning delivered products and spare parts to the extent such liability is mandated by mandatory law. The customer shall indemnify CCTV Nordic to the extent that CCTV Nordic incurs product liability beyond this.

10.3 **Indirect Losses.** Notwithstanding any contrary provisions in the Agreement Basis, CCTV Nordic is not liable to the customer for indirect losses, including loss of production, sales, profit, time, or goodwill, unless caused by willful misconduct or gross negligence.

10.4 **Force majeure.** Notwithstanding any contrary provisions in the Agreement Basis, CCTV Nordic is not liable to the customer for failure to fulfill obligations due to force majeure. The exemption from liability applies for as long as the force majeure situation persists. Force majeure includes circumstances beyond CCTV Nordic's control that CCTV Nordic could not reasonably have foreseen at the time of the agreement. Examples of force majeure include extraordinary natural events, war, terrorism, fire, flooding, vandalism, and labor disputes.

11. Confidentiality

11.1 **Disclosure and Use.** The customer may not disclose, use, or enable others to use CCTV Nordic's trade secrets or any other

information, regardless of its nature, that is not publicly available.

11.2 **Protection.** The customer may not improperly acquire or attempt to acquire knowledge of or access to CCTV Nordic's confidential information as described in section 11.1. The customer must handle and store such information securely to prevent unintended disclosure.

11.3 **Duration.** The customer's obligations under sections 11.1-11.2 apply during the parties' business relationship and indefinitely after its termination, regardless of the reason for termination.

12. Processing of Personally Identifiable Information

12.1 **Processing.** CCTV Nordic processes personal data in compliance with the General Data Protection Regulation (GDPR) and applicable data protection laws. Information such as the customer's name, email, and phone number is used solely for order processing and communication with the customer.

12.2 **Data Subject Rights.** CCTV Nordic respects the rights of data subjects, including the right to access, rectification, deletion, restriction of processing, objection, data portability, complaints, and the right not to be subject to a decision based solely on automated processing, including profiling.

12.3 **Storage and Disclosure.** CCTV Nordic retains personal data only as long as necessary for the purpose for which it is processed. CCTV Nordic does not disclose, sell, or transfer personal data to third parties unless the customer has provided explicit consent.

12.4 **Contact.** If the customer wishes to inquire about the data being processed, request data deletion, or request corrections, they can contact CCTV Nordic in writing at info@cctvnordic.com.

13. Governing Law and Jurisdiction

13.1 **Governing Law.** The business relationship between the parties is governed in all respects by Danish law.

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- 13.2 Jurisdiction. Any dispute arising in connection with the parties' business relationship shall be settled by a Danish court.