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Sales and delivery terms and conditions

The following sales and delivery terms and conditions apply unless agreed otherwise in writing between SeaCom ApS, Søren Frichsvej 38K, DK-8230 Åbyhøj, and the Purchaser. On acceptance of our written quotation, purchaser agree to have read and to accept these conditions, and SeaCom is obliged to supply and give warranty according to these terms and conditions.

1.0 Prices

1.1 The specified prices include packaging and customs duties but not VAT or any other fees.

1.2 Unless otherwise agreed, the Purchaser bears the cost of shipping from the supply location and all relevant fees and charges.

1.3 SeaCom ApS is entitled to change a price on the supply date if there is any changes to exchange rates, purchase prices, customs duties, shipping and insurance rates or other conditions that are beyond the control and influence of SeaCom ApS.

1.4 Price changes will be sent directly to SeaCom ApS's customers. The price at the time of ordering will be used as a basis, regardless of the fact that the price may have fallen between the time of ordering and delivery.

1.5 Should SeaCom ApS incur costs on behalf of the Purchaser, SeaCom ApS may require compensation for said costs.

2.0 Payment

2.1. For customers within the European Union, payment terms are '30 days net' from the date of invoice.

2.2 For out of European Union customers, the payment terms are 'prepay', unless otherwise agreed.

2.3 Any cost related to the payment of invoices will be paid by Purchaser. This includes fees for bank transfers, and any cost of any financial instrument that should be required to execute an order / payment.

2.4 A partially paid invoice will be considered as not paid, until the full amount is received by SeaCom

2.5 Should a full payment not be made on time, interest will run at 5% per month from the invoice due date. Sea-Com ApS will issue an interest statement once a month. In addition, SeaCom ApS may charge reminder fees, debt recovery fees and other fees in connection with collection of the purchase amount, in pursuance of the law concerning debt recovery operations.

2.6 Even if the Purchaser has lodged a complaint concerning a defect or flaw, he or she is still obliged to pay promptly.

3.0 The Purchaser's financial situation

3.1 If the Purchaser's financial situation, in the opinion of SeaCom ApS, does not entitle them to the established payment terms, or if the Purchaser has failed to observe payment terms for previous deliveries, SeaCom ApS is entitled to cancel unexecuted orders, unless the Purchaser, immediately after being informed thereof, pays for all previously supplied goods and pays in advance for as yet unexecuted orders.

4.0 Payment ethic

4.1 An invoice that has fallen due must be paid according to the open item principle, i.e. prompt payment of the entire invoiced amount including a clear reference to the invoice.

4.2 Should a dispute arise concerning an invoice (concerning the price, quantity etc.), it is the duty of the Purchaser to inform the SeaCom ApS order processor and the debtor's accountant of this in writing within 8 days of the invoice date. Relevant, detailed documentation and names of any SeaCom ApS personnel who have been involved must be enclosed. The Purchaser is not entitled to withhold payment of an invoice, either in full or in part. Should a situation such as this arise, SeaCom ApS is fully entitled to 5% interest per month in the period from the due date until payment is made, regardless of the type of dispute, in accordance with item 2.

5.0 Proprietary rights

5.1 SeaCom ApS retains the proprietary rights to the goods that have been sold until payment has been made

5.2 SeaCom ApS may request that the Purchaser insures the goods that have been sold with a recognised insurance firm, including cover and conditions approved by SeaCom ApS.

6.0 Offer, acceptance and order confirmation

6.1 Unless otherwise specified, an offer is only binding for SeaCom ApS when it is accepted via return of post or email, within 30 days of the date stamped on the SeaCom ApS offer.

6.2 SeaCom ApS reserves the right not to sell a product.

6.3 Should the order confirmation deviate from the Purchaser's order with regard to additions, reductions or conditions, and the Purchaser does not wish to accept these changes, this shall be communicated in writing and within two days to SeaCom ApS. Unless this is done, the order confirmation issued by SeaCom ApS applies.

7.0 Conditions concerning goods that are out of stock

7.1 Orders are accepted and offers issued by SeaCom ApS for goods that are not in stock based on the possibility of obtaining the relevant products. Each offer is subject to changed decisions concerning import and export of goods. Provided that these conditions are realised, SeaCom ApS is entitled to recall the offer, without this entitling the entity receiving the offer to make any kind of demand.

7.2 Correspondingly, statements made in the offer apply to orders accepted by SeaCom ApS.

8.0 Delivery time and delay

8.1 Each statement of delivery time is a rough estimate and is therefore approximate.

8.2 Furthermore, SeaCom ApS is entitled to postpone the approximate delivery time, provided that the postponement thereof is necessitated by conditions beyond the control of SeaCom ApS, cf. item 8 concerning force majeure.

9.0 Transfer of risk

9.1 The goods are delivered from the SeaCom ApS warehouse.

9.2 When goods are transported via a SeaCom ApS carrier, the risk responsibility for the goods is transferred on delivery to the destination, when SeaCom ApS obtains insurance for the transport.

9.3 As standard, SeaCom ApS provides transport at the expense of the Purchaser to the delivery address provided by the Purchaser.

9.4 Transport is paid on delivery. SeaCom ApS will always strive to minimise the Purchaser's shipping costs.

9.5 Shipping prices are calculated with reference to the standard prices according to Post Danmark Postitionen. Insurance is invoiced at 0.2% of the invoiced amount.

9.6 On payment of an extra charge, special transport may be arranged where necessary, e.g. for removal personnel, cranes and unpacking.

10.0 Force majeure

10.1 SeaCom ApS is entitled to cancel Purchaser orders or postpone their realisation and is otherwise free from responsibility for any omitted, defective or delayed delivery that is wholly or partly due to circumstances beyond the control of SeaCom ApS, such as an uprising, unrest, war, fire, public orders, strike, lockout, slow-down, a shortage of means of transport, scarcity of goods, disease, delay or omission in deliveries from suppliers, an accident in production or testing or a power outage. All Purchaser rights are suspended or removed on these occasions. In the case of cancellation or postponed realisation, the Purchaser may not apply for damages or make any other claim against SeaCom ApS.

11.0 Defects

11.1 Within 1 month of the product being dispatched, SeaCom ApS undertakes to replace or repair parts that have manufacturing defects provided that:

1. The Purchaser complains in good time.

2. Defective goods are returned to SeaCom ApS.

3. Following an investigation, SeaCom ApS establishes that the defects identified are due to faults in materials or implementation, do not result from poor treatment or storage, neglect, installation, repairs or changes undertaken by the Purchaser, and are not due to an accident.

4. SeaCom ApS is not responsible for defects and flaws covered by a warranty issued by the manufacturer.

If the manufacturer has established such an independent warranty, it is the situation according to this warranty that applies, regardless of the drawbacks this may involve in the eyes of the customer. SeaCom ApS will help the Purchaser and provide directions concerning the warranty and arrangement of repairs for an individual manufacturer.

11.2 With the exception of situations covered by item 9.1, SeaCom ApS is not responsible for flaws in the delivered goods, regardless of the cause, including negligence.

11.3 If SeaCom ApS does not undertake redelivery or repair, and on the condition that SeaCom ApS is bound by Danish law to provide compensation, this compensation is limited to an amount equivalent to the cost of repairing the flaws in the delivered goods and not exceeding the agreed purchase sum.

11.4 On no occasion that directly or indirectly relates to the delivered goods, their use or SeaCom ApS's output in general is SeaCom ApS responsible for indirect losses and consequential damages, such as operational down time, wasted costs, property or other consequential damages, including lost or corrupted data. SeaCom ApS is thus never responsible for operational down time, profit-related losses or other indirect losses.

11.5 Under no circumstances is SeaCom ApS responsible for damages that are due to the Purchaser failing to fulfil their obligations.

11.6 SeaCom ApS does not guarantee that the products delivered will operate without faults or operational down time, or that all software errors (if any) will be corrected.

11.7 On return of DOA (dead on arrival) or defective equipment, the warranty covers repairs or a replacement product based on an assessment carried out by SeaCom ApS. If an equivalent product cannot be obtained, SeaCom ApS shall replace the product with an equivalent capacity or credit the customer for the market price of a new or equivalent product.

12.0 Warranty and complains

12.1 The warrant period is 24 month from shipping from SeaCom Aps to Purchaser.

12.2 Warranty covers materials only. Cost of shipping and replacement is not covered by the warranty.

12.3 Products are suppliedwith the warranties that the manufacturer supplies to SeaCom ApS. The Purchaser may not refer to any other product guarantee for SeaCom ApS.

12.4 The Purchaser is obliged to examine the product as soon as it is received. Visible defects and flaws and damage sustained during transport shall be reported to SeaCom ApS in writing before 4 pm on the day the product is received. SeaCom ApS cannot subsequently be held responsible for damage sustained during transport. In the case of damage to packaging, the words "on receipt" should be noted on the packing slip on delivery of the product. Claims must be presented in writing within seven days of receipt of goods. In the case of concealed defects, the complaints period is extended to fourteen days.

12.5 Should the Purchaser fail to inform SeaCom ApS that they wish to plead a defect within fourteen days of the transfer of the object, they may not subsequently do so, unless SeaCom ApS has undertaken to be responsible for the object for a longer period of time or has acted fraudulently.

13.0 Returns

13.1 Goods are only accepted for return after this has been agreed in writing. Returns must be sent in the unbroken and undamaged original packaging, with the original invoice number and date or a copy thereof, and the authorisation number for returning the product (RMA no.). RMA nos. are only valid for fourteen days.

14.0 Catalogues, descriptions etc.

14.1 Regardless of whether it originates with Sea-Com ApS or with one of its business connections, all information concerning weight, dimensions, capacity and technical data in a catalogue, description, brochure, advertisement etc., is considered to be supplied by SeaCom ApS. Specific Purchaser requirements are only binding when they are specifically confirmed in writing by SeaCom ApS.

15.0 Product liability

15.1 In any case SeaCom Aps, by these terms and conditions, limits the overall product liability to a maximum of 2.000.000 dkk.

15.2 SeaCom Aps takes no responsibility for damages to personnel, property, assets or environment, in case the products are used in conjunction with industry or installations that may be considered as potentially dangerous. This includes, but is not limited to: offshore industry including floating as well as fixed installations, chemical industry and nuclear industry.

15.3 SeaCom ApS is only responsible for personal injury occasioned by the supplied products if the injury is documented as being blamed on negligence on the part of Sea-Com ApS.

15.4 SeaCom ApS is not responsible for operational down time, lost earnings or any other form of direct or indirect losses caused by malfunctioning of the SeaCom systems.

15.5 Where SeaCom ApS may be responsible to a third party for a product, a SeaCom ApS Purchaser is obliged to indemnify SeaCom ApS for the liability of SeaCom ApS, bearing in mind the limitations imposed by the three preceding items. The Purchaser is obliged to take action via the same court that is dealing with product liability proceedings against SeaCom ApS. Should a third party bring a claim for compensation against one of the parties with reference to the above, this party shall immediately inform the other thereof.

15.6 SeaCom Aps takes no responsibility for errors in drawings and written materials supplied to Purchaser either via e-mail or via SeaCom web page.

16.0 Patent and intellectual property rights

16.1 Should action be taken against the Purchaser because of the fact that products that have been supplied by SeaCom ApS currently constitute a direct infringement of a Danish patent or intellectual property rights, SeaCom ApS undertakes to indemnify the Purchaser against compensation claims relating to a judgement or settlement, and against the cost of any legal proceedings, provided that the following criteria are fulfilled:

1. The Purchaser must immediately notify SeaCom ApS of the proceedings in writing.
2. SeaCom ApS has sole management of the case and all negotiations concerning the case judgement or settlement.
3. The Purchaser agrees that SeaCom ApS, at its own expense, can choose either to obtain the right for the Purchaser to continue using the supplied products, or to exchange/ replace said products, in such a way that they no longer constitute an infringement.

16.2 Unless the criteria in item 16.1 are fulfilled, the Purchaser cannot make SeaCom ApS liable for the above proceedings.

16.3 If it is not possible to fulfil any of the criteria listed in item 16.1, on grounds that SeaCom ApS deems reasonable, and if the Purchaser agrees to return the products after SeaCom ApS has requested this in writing, SeaCom ApS will grant the Purchaser approval for the returned products equal to their depreciated value. A similar amount of depreciation is applied for each year of the product's lifetime, and is fixed at all times by SeaCom ApS.

16.4 SeaCom ApS cannot be liable if products are designed to the Purchaser's specifications, or if the infringement cannot be directly attributed to the supplied products, but rather to the Purchaser's specific use thereof, including supplementation of and changes to the supplied products, or the product's combination or use in conjunction with other products. Furthermore, SeaCom ApS does not undertake responsibility for action taken after the Purchaser has become aware of the possible infringement. Any further liability on the part of SeaCom ApS is ruled out and, in particular, SeaCom ApS may not be made responsible for consequential damages.

17.0 Obsolescence of claims

17.1 Claims brought against SeaCom ApS, regardless of their motivation, cannot be valid more than two years after delivery.

18.0 Partial invalidity

18.1 If one or more of the specifications in the current agreement are known to be invalid, illegal or impracticable, this shall not affect or devalue the validity, legality or feasibility of any other specifications.

19.0 Deviation

19.1 Deviation from the above sales and delivery terms and conditions is only permitted following an explicit agreement between the parties in writing.

20.0 Disputes

20.1 Any dispute between SeaCom ApS and the Purchaser shall be decided in accordance with Danish law at the Aarhus court of law.

21.0 Electronic connection and exchange of data

21.1 SeaCom ApS offers the Purchaser several types of electronic trading solutions, provided that the parties have agreed to enter into a mutual, loyal partnership. If the trading relationship does not reflect the value of the available electronic trading solutions, SeaCom ApS reserves the right to limit the user's access thereto, in full or in part.

22.0 Support

22.1 Presales SeaCom ApS offers the Purchaser presales support in connection with the selection of equipment, dimensioning and/or configuration of large servers/ network solutions. A task description is sent to the sales division. A proposed solution is offered, either in writing or over the telephone. Should the proposed solution, either in its entirety or a substantial part thereof, result in a realised sale between the Purchaser and an end user, the Purchaser is obliged to submit orders for this via SeaCom ApS. Should paid services be involved, SeaCom ApS will make the Purchaser aware of this prior to proceeding.

22.2 Aftersales SeaCom ApS offers the Purchaser technical assistance in conjunction with installation and correction of technical issues. Support is provided to end users unless an agreement negotiating this is entered into. Where the configuration/ software is supplied by SeaCom ApS, the Purchaser will be invoiced at the appropriate hourly rate (minimum of 1 hour).

23.0 Duration and termination

23.1 The standard terms and conditions are valid from the submission of the Purchaser's initial order until SeaCom ApS publishes new terms and conditions in writing. This may take place without warning, either in writing or on the SeaCom ApS home page.