

Terms and Conditions for Kibri Audio I/S - 2008

1. PREFACE

1.1 Definitions:

- "Kibri": Kibri Audio I/S
"Customer": The person, persons, Company or firm who enter into a contract or any other agreement with Kibri
"Goods": All equipment and services supplied by Kibri.

1.2 These Terms and Conditions apply to all agreements – both continuing contracts and single orders - relating to sale and distribution of Kibri Goods offered to the Customer by Kibri.

1.3 Any condition proposed by the Customer unless expressly agreed by Kibri are not valid and any deviation from these Terms and Conditions must be in writing in order to be valid.

2. THE AGREEMENT/ORDERS

2.1 Each agreement or order for Goods will be deemed to be an offer by the Customer to purchase Goods upon these Terms and Conditions.

2.2 All orders and agreements must be in writing and no order or agreement is deemed to be accepted, final or binding unless confirmed by Kibri in writing.

2.3 Special conditions are only valid if accepted by Kibri in writing and any special condition accepted by Kibri will only apply to the particular transaction concerned.

3. GENERAL TERMS AND CONDITIONS

3.1 Before entering into the Agreement the Customer must provide Kibri with some information necessary for identification and credit rating. By filling out the business application form the Customer permits Kibri to gather information from the credit rating bureaus. On the basis of the credit rating Kibri may require that the Customer posts a security in the way of cash collateral or an irrevocable demand guarantee in a financial institution. No interests are paid on deposits and the Customer bears all expenses connected with the security. Kibri may on the basis of the credit rating reject the Customer or limit the use of certain services.

3.2 The Customer permits Kibri to e-mail information to the Customer at the e-mail address specified by the Customer. General information to the Customer will also be posted at the Kibri website www.kibri.dk. Information from the Customer to Kibri may be given by e-mail, via Kibri website www.kibri.dk, or by regular mail to Kibri address: Kibri, Bygaden 81, 2605 Broendby Denmark.

3.3 The Customer accepts that Kibri stores information received from the Customer and that such information may be used in connection with Kibri's marketing towards the Customer.

3.4 The Agreement or order may be terminated as prescribed in § 9.

4. GOODS PURCHASED FOR RESALE

4.1 In respect of any Goods, which are purchased by the Customer for resale, the Customer must not apply its own or any other trademark to the Goods or the packaging without the written consent of Kibri.

4.2 When Goods are bought for resale the Customer must not alter or interfere with the Goods. Furthermore the Customer must comply with all applicable legislative and other requirements and standards – hereunder Kibri's instructions regarding storage, handling and safety of the Goods.

5. INVOICING AND TERMS OF PAYMENT

5.1 The price for the Goods will be the price set out in the order form current at the date of acceptance of order and is [inclusive / exclusive] of any costs of packaging and carriage, [VAT] or any other applicable sales tax or duty. Kibri may require payment to be made before delivering the Goods.

5.2 Terms and conditions of payment are eight (8) days from invoice date unless otherwise is stated in the invoice. All payments shall be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

5.3 Payment has taken place when the invoiced amount has been paid into a Danish financial institution. If the Customer uses a different mode of payment than payment by paying-in form the invoice number has to be stated in connection with the payment. If the Customer, without any specification, pays only part of an invoice containing several entries, the payment will be deducted pro rata for each entry. Kibri may invoice several different Goods in one invoice.

5.4 All amounts that are not paid when due shall accrue extended payment interest in accordance with the provisions in the Danish Interest Act calculated from the due date until payment has been registered. Kibri charges a fee for each reminder to the Customer. In case of additional debt collection Kibri also charges a collection fee.

6. DELIVERY AND RISK

6.1 The Goods shall be delivered to the [Customers premises].

6.2 Delivery of the Goods will be accepted at any time of day. If the Customer fails to take delivery, or provide any necessary documents, the Goods will be deemed to have been delivered and Kibri may, without prejudice to its other rights, at its option:

- store or arrange for storage of the Goods until actual delivery or sale and charge the Customer for all related costs and expenses, for an example storage and insurance or
- use reasonable endeavours to rearrange delivery but, if this may not be possible, the Kibri can, after giving a written notice to the customer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Customer for any shortfall below price and expenses held by Kibri in connection to the sale.

6.3 Ownership of the Goods will only be transferred to the Customer when the Customer has paid the full price for the Goods and all other sums due that the Customer owes Kibri.

6.4 Risk in the Goods will pass to the Customer from the agreed date of delivery or if delivered before the agreed date then the risk pass to the Customer from the actual date of delivery.

6.5 In the event of any delay in Kibri's delivery of the Goods, Kibri shall be entitled to an extension of time to complete the delivery according to the contract or order, or any part thereof.

7. CHANGE IN TERMS AND CONDITIONS AND PRICES

7.1 Kibri may with minimum one month notice change the terms and conditions and prices applicable to an agreement based on a continuing contract. In case of changes beneficial to the Customer Kibri is not required to give the Customer previous notice.

7.2 Kibri may without notice change the terms of any agreement with the Customer if such changes are necessary as a result of regulations or requirements from a public body.

8. TERMINATION OF AGREEMENT

8.1 Cancellation of any agreement or order, partly or in whole cannot be accepted, without a prior written consent of Kibri.

8.2 An agreement based on a continuing contract can be terminated by both parties with minimum one month written notice.

8.3 Kibri may terminate an agreement or order if the Customer is in substantial breach of the agreement, cf. § 8.4. In case of such substantial breach Kibri is entitled to terminate the agreement or order without notice.

8.4 The following are examples of situations considered to be substantial breach (the list is non-exhaustive)

- The Customer has given incorrect information upon entering into an agreement,
- Outstanding amounts are not paid within the time limit specified in a reminder which states that the agreement will be terminated if the amount is not paid within the time limit,
- The Customer becomes involved in voluntary or involuntary bankruptcy or other insolvency proceedings, ceases to be actively engaged in business or becomes financially incapable of performing its obligations under the agreement or order,
- A credit rating report casts doubt as to the Customer's ability and willingness to pay,
- A security pursuant to § 3.1 is not posted within the time limit specified,

8.5 In situations covered by example "e" above, the Customer will normally be given a period of time to remedy the situation prior to Kibri's termination of an agreement or order.

8.6 A Customer who has not paid amounts overdue cannot enter into a new agreement before payment is made in full. Kibri is entitled to give notice to credit rating bureaus if payment is not made within a certain time limit.

9. ASSIGNMENT OF THE AGREEMENT

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9.1 The Customer may not assign the agreement to a third party without the prior written approval of Kibri. Kibri may condition an assignment of the Customer's and the third party's written acceptance of the assignment and that all outstanding amounts due are paid. Kibri may also condition that all outstanding amounts no due are paid and that the Customer or the third party pays a collateral security. In case of insolvency, bankruptcy etc. Kibri may impose special conditions. Kibri charges a fee for registering an assignment.

9.2 Kibri may assign the agreement to a third party and may appoint a third party to perform its obligations under the agreement or order.

10. LIABILITY AND DAMAGES

10.1 Subject to the limitations in these terms and conditions the Customer is entitled to damages pursuant to Danish law, provided the loss suffered by the Customer is caused by Kibri's faults or neglects.

10.2 Kibri is under no circumstances liable for incidental, consequential, or indirect damages including loss of revenue, loss of business, loss of anticipated savings or loss of profits or loss suffered as a result of the termination, invalidation or breach of an agreement with a third party.

10.3 Kibri is not liable for errors, omissions, or other inaccuracies in the Goods which is caused by other manufacturers, suppliers, or service providers. Kibri shall not be liable for failure to perform its obligations under the Agreement or deliver any Goods due to causes beyond Kibri's control, including – but not limited to – fire, war or military actions, strikes, lockouts, nature catastrophes including lightning and flooding, substantial omission or disturbances in technical- or IT-systems, which causes Kibri could not have avoided or remedied without bearing unreasonable expenses or could not have been foreseen at the time of entering into the agreement or the order.

10.4 Kibri does not issue credit notes. Complaints has to be made in writing to Kibri, cf. § 11.

10.5 The total liability of Kibri shall not exceed DKK 20000 per calendar year regardless of the damages occurred.

10.6 Damage to or loss of any Goods delivered shall be notified in writing to Kibri within 3 days of delivery.

10.7 If the Goods are damaged or in any other way not according to the agreement or order, Kibri has the right to remedy the damage or the defect. Instead of remedying, Kibri can choose to make a new delivery or annul the contract or order.

11. KIBRI

11.1 Kibri may be contacted at telephone +45 40 46 46 98, Monday-Friday between 8:00 am - 4:30 pm according to GMT+1. Electronic mail shall be send to kontakt@kibri.dk. Regular mail shall be send to Kibri Audio I/S, Bygaden 81, 2605 Broendby Denmark. All practical details are available at the Kibri website www.kibri.dk.

12. COMPLAINTS AND DISPUTES

12.1 Kibri receives and handles complaints about the delivered Goods. Complaints have to be made to Kibri, cf. § 11.

12.2 The formation, existence, construction, performance, validity and all aspects whatsoever of an order or contract or of any term of the contract will be governed to Danish law. The Maritime and Commercial Court in Copenhagen, Denmark will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with an order or contract. The parties agree to submit to that jurisdiction.

13. ENTRY INTO FORCE

13.1 These Terms and Conditions enter into force December the 13th, 2007.