

Standard Terms of Sales and Delivery – AVA Group A/S

§ 1 Quotation

Quotations from AVA Group are in force 14 days from the date of the quotation. If the customer changes the data that provided the basis for the quotation, the price will be corrected according to this.

§ 2 Delivery

The approximate time of shipping date listed in the quotation/proforma invoice, apply from AVA Group's receipt of the advance payment, based on letter notification from our bank. Provided that the production must be suspended due to conditions of the buyer, the time of delivery will be prolonged.

Delivery is EXW AVA Group A/S, Sandgaardsvej 31, 7400 Herning, Denmark.

Unless something else is agreed the customer takes care of arranging freight and bare the expense and risk. In the event that AVA Group A/S handles the freight on behalf of the customer, this will be invoiced separately to the customer, adding a handling fee of 15% of the freight cost. In this event the customer will still own the full risk for the shipment according delivery EXW AVA Group A/S.

§ 3 Terms of Delivery

In the event of major delays on shipment, AVA Group reserves the right to replace the delayed product with a similar product, which can be shipped according to initial committed approximate shipping date. Should the customer not wish to receive the suggested replacement product, the customer hereby accept the delay regardless of timeframe.

§ 4 Terms of Payment

Advance payment on all orders is mandatory. Unless something else is agreed the advance payment is 50% of the total order amount. In the event that the advanced payment has not been received within 4 weeks from the invoice date, AVA Group reserves the right to cancel the order and ultimately terminate the cooperation with the customer.

Should the customer wish to, or be forced to cancel the order before its completion – the advanced payment will be lost – no refunds will be applicable.

Approximately 2 weeks prior to orders being ready for pick up, the customer will be notified and the balance should be settled before the confirmed pick up date. In the event payment of the balance is not received before the confirmed pick up date and no notification regarding payment has been received either, AVA Group reserves the right to sell the product to other customers, postponing pick up date with minimum 2 weeks after balance has been settled.

§ 5 Right to Recall

In case AVA Group finds defects of the delivered products AVA Group is entitled to recall these products for up to four weeks after delivery. AVA Group undertakes return/repairing cf. § 8.

§ 6 Claim

By receipt of a delivery from AVA Group the customer is obligated to examine the product for defects. Claims for defects must be forwarded in writing to AVA Group as soon as the defect is found and at the latest 2 weeks from the receipt. Claims must contain information about the character of the defect. After receipt of the claim AVA Group will give the customer a return number, after which the customer must return all defect products supplied with the return number to AVA Group. Expenses and risks concerning the freight to AVA Group lie with the customer. AVA Group will examine the products and tell the customer whether the claim is recognized, cf. § 7.

§ 7 Responsibility for Defects

AVA Group is only responsible for defects that are due to actual production defects at AVA Group. AVA Group is in that way not liable for defects due to the customer's handling or use of the products.

§ 8 Rectification

In case of recognized claims AVA Group undertakes return/repairing - unless special conditions manifest itself - of the defect products within a time corresponding to the originally agreed time of delivery. The customer cannot claim any rights of non-fulfillment, unless there is a separate written agreement about this.

§ 9 Limitation and Renunciation of Responsibility

The customer can in case of defects only demand repairing/return as mentioned in § 8. The customer can in this way not demand compensation or a proportional reduction or cancel the agreement. AVA Group is not liable for damages in case of delays. AVA Group renounces any responsibility for consequence damages, including damages to things or persons, working deficit and lost earnings.

§ 10 Force Majeure

In case of force majeure, of which is understood war, trade embargo, import- and export prohibition, catastrophes of nature, strike, lockout and similar conditions, AVA Group A/S is not liable for damages towards the buyer.

§ 11 Law and Venue

Disputes are settled according to Danish law. Trials must be filed at the court in Herning.

§12 Changing of standard sales and delivery terms

AVA Group reserves the rights to change these terms without further notice.

§13 Visibility of terms

It is the responsibility of our cooperating partners, to keep and understand these terms. The terms are available from our website (www.vitusaudio.com) and on our public drive under the folder: VA Terms and conditions.