

General Conditions of Sale and Delivery

Portable and Mobile X-ray Products
YXLON International A/S
November 2016 version

1. SCOPE, BINDING EFFECT

1.1. These General Conditions of Sale and Delivery ("Conditions") shall apply to offers made by YXLON International A/S ("YXLON") to the respective Customer ("Customer") as well as to any agreement between YXLON and the respective Customer regarding the sale of goods and services ("Agreement"), unless otherwise agreed in writing. The conditions of the Customer are expressly excluded.
1.2. The valid version of the Conditions is always available on www.yxlon-portables.com. By placing an order, the Conditions become an integral part of the Agreement and become valid and binding with respect to any further offers and deliveries by YXLON.

2. OFFER AND ACCEPT

2.1. All offers made by YXLON are non-binding and free of charge unless otherwise noted. By placing an order, the Customer makes a binding offer to enter into an Agreement.
2.2. Orders shall be deemed accepted by YXLON only if confirmed by YXLON with an order confirmation in writing.
2.3. The prices offered or confirmed shall be deemed net prices unless otherwise agreed in writing.

3. DELIVERY

3.1. Delivery dates shall be understood ex works and are contained in the written confirmation of YXLON pursuant to Section 2.2 above. Any delivery date or delivery period shall serve for orientation purposes only and shall be non-binding unless expressly confirmed by YXLON in writing as binding.
3.2. The transfer of goods to the Customer shall be made based on Ex Works (EXW) Taastrup, Denmark, in conformity with INCOTERMS 2010. Unless otherwise agreed, the transfer to the carrier at the production plant of YXLON or at any other place of lading shall be considered as dispatch to the Customer, and the risk of loss or damage during transportation therewith passes to the customer, irrespective of any existing dispatch conditions.
3.3. The general dispatch proceedings with respect to the delivered items shall be determined by the Customer. However, YXLON reserves the right to determine the detailed dispatch proceedings in its own discretion and to split a delivery into partial deliveries, whereby the partial deliveries shall be charged separately and fall due for payment on the due date indicated on the invoice, irrespective of the remaining deliveries.
3.4. Any delay in the dispatch of a partial delivery shall not release the Customer from its obligations to accept the remaining deliveries.
3.5. In case the Customer refuses to accept the ordered goods, YXLON shall have the right to withdraw from the contract with a one week prior notice or to claim damages for non-performance. Moreover, the Customer shall be liable for any additional handling costs, storage costs and any other costs as well as for the risk of loss relating to the ordered goods.
3.6. In addition, YXLON reserves the right to retain any further deliveries irrespective of whether or not they are related to the refused goods.
3.7. Portable and mobile X-ray products manufactured by YXLON, containing pressurized Sulphur Hexafluoride gas (SF₆ gas), are during transportation considered to be dangerous goods under hazardous substance code UN 3363, and will therefore be handled accordingly when shipped from Copenhagen, Denmark.

4. PAYMENT TERMS

4.1. The Customer undertakes to make the net payment within the term agreed from the date of the invoice or agreed upon specifically in case of prepayment.
4.2. Cash discounts granted by YXLON shall only be valid if payment is made within the agreed term.
4.3. YXLON reserves the right to make the delivery and acceptance of the goods contingent on a credit assessment of the Customer. By placing an order, the Customer consents to the right of YXLON to conduct a credit assessment. YXLON reserves the right to withdraw, without compensation, in whole or in part from the contract if the solvency of the Customer is questionable from an objective point of view.
4.4. A payment is deemed to be made only if YXLON may freely dispose of the respective amount, irrespective of the payment method.
4.5. In case of non-payment of the purchase price by the Customer, YXLON shall - in its own discretion and without limiting any other rights or remedies - have the right to withhold any further deliveries, to withdraw from the contract and to sell the remaining goods for the account of the Customer and to offset the proceeds against the sales price owed to YXLON by the Customer. The Customer shall be obliged to pay to YXLON the residue owed. Further, the Customer shall be liable for any additional costs, including, but not limited to, reasonable legal and accounting costs as well as further collection costs resulting from the delayed or non-payment on the part of the Customer.
4.6. The Customer shall not have the right to offset any of its claims against claims of YXLON.
4.7. All goods supplied by YXLON remain the property of YXLON until full payment has been made. The Customer hereby authorizes YXLON to have the reservation of title entered into the official register.

5. EXPORT CONTROL

5.1 The validity of our offer and any order resulting there from may be subject to the export license regulations of the Danish authorities (based on EU legislation on export control) or other relevant international authorities (including US re-export control) as far as relevant permits are or will be required for the order in question. The Customer expressly confirms that it is familiar with those regulations or will obtain knowledge thereof and will strictly comply therewith. The respective competent authority may also demand the production of end-user documents incl. International Import Certificate. If applicable, the Customer undertakes in relation to us to duly produce the respective documents.

6. COMPLAINTS, NOTIFICATION OF DEFECTS

6.1. Upon receipt of the goods, the Customer shall inspect the goods immediately and shall notify YXLON in writing of any shortages, defects or damages within 10 days after detection, including pictures or other documentation explaining the situation.
6.2. The warranty terms of YXLON, which form an integral part of the Conditions, shall apply.
6.3. The Customer shall not be entitled to retain any payments in relation to the rejected goods.

7. WARRANTY AND LIABILITY

7.1. YXLON warrants that its products shall be free of defects in material and workmanship during the period of warranty set out in this warranty. If the product fails or becomes inoperative by reason of such defect within the scope of this warranty and if there is no evidence of misuse, abuse, improper installation, equipment malfunction or unauthorized repair, then YXLON, after inspection of the product, will at its option either repair, replace or credit the Customer. Warranties of YXLON shall therewith only apply to manufacture or material defects occurring within the warranty period.
7.2. The warranty from YXLON is 12 months from the date of invoice. The warranty always starts at the date of the invoice, which latest can be one week after shipment of the products (in case of a missing invoice).
7.3. It shall be expressly pointed out that YXLON, to the extent permitted by law, shall not be liable for any indirect or consequential damages, and that all cost related to the return of the products to YXLON, and back to the Customer again, is paid by the Customer.
7.4. The Customer is aware that the use of goods may result in adverse health effects or other damages. The Customer is obliged to comply with all domestic and foreign laws and regulations applicable to him regarding the safe use of such goods and not to use them improperly.

8. FORCE MAJEURE

8.1. Any delay in delivery or any other impairment of performance of YXLON or of any supplier or subcontractor of YXLON due to events of force majeure, such as labor strike, lock-out, governmental acts, natural disaster, epidemic plagues, etc. shall release YXLON from any liability, even if a specific delivery date or delivery time has been agreed. In such events, YXLON shall have the right to postpone the delivery for the term of the delay including a reasonable additional period, or to withdraw in whole or in part from the contract.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Any drawing, plan, draft, design, etc. shall at all times and for all purposes remain YXLON's exclusive property. The use, reproduction or transfer of an intellectual property right of YXLON to any third party requires prior written consent of YXLON. Unless otherwise agreed upon by the parties, all intellectual property rights (including know-how) of YXLON in the goods remain with YXLON.
9.2. YXLON shall not be liable for the violation of any intellectual property right or laws regarding unfair competition or any related claims resulting from the manufacturing of objects based on drawings, models or templates provided by the Customer. The Customer shall indemnify and hold YXLON harmless on first request for any third party claims.

10. CONFIDENTIALITY

10.1. The Customer shall keep strictly confidential any confidential information about YXLON in connection with the business relationship with YXLON and shall ensure that its staff and any business partners comply with said obligation. In case of a breach of this obligation by the Customer, its staff or a business partner, the Customer shall pay to YXLON a contractual penalty in the amount of EUR 50,000. The payment of the contractual penalty does not release the Customer from the confidentiality obligation. Any further claims for damages remain reserved.

11. PRODUCT RECALL

11.1. In case there are reasonable grounds for YXLON to recall a product, the Customer shall take all possible and necessary actions to assist YXLON.
11.2. The Customer shall take all appropriate measures necessary to be at all times able to return the products to YXLON in case of a product recall. In particular, the Customer shall take measures in order to ensure the trace-ability of the products.
11.3. Upon request by YXLON, the Customer shall return to YXLON all products affected by a product recall. This also applies to affected products which are already in possession of the end customer; the Customer shall request the end customer to return the products to the Customer.
11.4. YXLON shall not bear any costs in connection with a product recall unless YXLON culpably caused the reasons for such recall. To the extent permitted by law, the liability of YXLON for any indirect or consequential damages such as costs due to service interruptions, loss of revenue, third party claims etc. shall be explicitly excluded.

12. APPLICABLE LAW, SEVERABILITY

12.1. In the event that provisions of these Conditions are invalid in whole or in part, such invalidity shall not affect the validity of the remaining provisions of the Conditions or of the respective Agreement. The parties agree to replace the invalid provision with a provision that comes closest to the economic purpose of the invalid provision.
12.2. These Conditions and all agreements entered into here-under shall be exclusively governed by and construed in accordance with Danish law.
12.3. Any dispute arising out of or in connection with these Conditions shall be subject to the exclusive jurisdiction of Copenhagen, Denmark. Irrespective of the foregoing, YXLON is unilaterally entitled to take the Customer to any other competent court.

YXLON

Technology with Passion

YXLON International A/S

a company of the COMET Group

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