

Sennheiser Nordic A/S

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Sennheiser Nordic A/S General Sales and Delivery Terms

General

These sales and delivery terms shall apply to all quotations, sales and supplies made by Sennheiser Nordic A/S unless otherwise agreed in writing.

Orders

Goods may be ordered by letter, fax, e-mail or telephone. No orders shall be binding for Sennheiser Nordic A/S until Sennheiser Nordic A/S has confirmed the order in writing by issuing an order confirmation or invoice to the customer.

Delivery

Sennheiser Nordic A/S disclaims any liability to the Buyer for any delays in delivery. Please note that components from our suppliers may be delayed. All delivery times shall be estimated delivery times, and they are thus only to be considered indicative. Product manuals are often published in English, and the Buyer shall not be entitled to raise a claim against Sennheiser Nordic A/S to the effect that such manuals be published in other languages. Product specifications shall be subject to misprints and changes.

Shipping

All goods shall be delivered EXW (ex works) in accordance with Incoterms 2000 at the customer's expense and risk. Goods will normally be shipped by Hellmann or post or according to agreement. Where goods are sent COD by post, the Postal Service may charge a COD fee. Goods to the Faroe Islands and Greenland will be delivered by ship or flight according to the customer's request. If on receipt the goods show signs of having been damaged during transport, etc., the Buyer himself shall contact the forwarder immediately. Sennheiser Nordic A/S shall not be liable for any damages during transport.

Prices

All prices quoted by Sennheiser Nordic A/S shall be today's prices and shall normally be quoted in the currency of the individual country excl. duties and VAT. Prices shall be ex warehouse excl. packaging and shipping costs. Prices shall be subject to misprints and to changes in prices, duties and exchange rates.

Terms of payment

All supplies shall be made against cash payment or COD unless otherwise agreed. No cash discount shall be granted. Sennheiser Nordic A/S shall be entitled to charge a deposit or request prepayment on orders for goods not held in stock. Credit may be granted to companies and public institutions subject to a positive credit rating. Late payment shall entitle Sennheiser Nordic A/S to charge default interest from the due payment date until payment is made and to charge reminder fees in accordance with current legislation. If the customer fails to observe the terms of payment, the basis for the granting of credit shall be deemed to have disappeared. Subsequently, Sennheiser Nordic A/S shall be entitled to stop any further supplies and to change the terms of credit for both current and future orders/agreements.

Retention of title

Sennheiser Nordic A/S shall retain ownership of the goods until the price, incl. any costs and interest has been paid in full.

Duty of inspection

The customer shall be obliged to inspect delivered products immediately upon receipt and before they are used to ensure that the delivery or the delivered goods are not defective. Any complaints concerning such defects shall be made to Sennheiser Nordic A/S within eight days after receipt of the product. Where this time limit is not observed, the right to claim such defects shall lapse.

Liability for defects

Defects that are not supposed to be discovered immediately on delivery shall entitle the Buyer to a right of claim for a period of one year (two years in the case of consumer goods) from date of invoice. Any claims shall be made to Sennheiser Nordic A/S as soon as possible. Sennheiser Nordic A/S shall be obliged and entitled to remedy the defect, if possible, within a reasonable time. The right of claim shall lapse, however, if the defect is caused by the Buyer himself as a consequence of e.g. incompetent or unauthorised repair or use or if the article has been misconnected or connected using incorrect voltage/current, or if the serial number has been removed or destroyed.

The right of claim shall also lapse if an article is repaired in a workshop which is not authorised by Sennheiser Nordic A/S. If a claim is credited, Sennheiser Nordic A/S shall be entitled to deduct costs for any missing packaging and/or accessories. Component parts (such as batteries and wearing parts) shall not be included in the right of claim. If it appears that nothing is wrong with an article which is returned for repair, an inspection fee and shipping costs shall be charged. Compensation granted to the customer for any defective article shall never exceed the price of the article.

Manufacturer's guarantee

Sennheiser Nordic A/S disclaims any liability in respect of manufacturer's guarantees.

If a manufacturer provides a manufacturer's guarantee in addition to the right of claim as specified above or offers special conditions, such guarantees and conditions shall only commit the manufacturer and not Sennheiser Nordic A/S. Any defects shall thus be reported directly to the manufacturer. Contact information and conditions for manufacturer's extended guarantee are specified in the manual belonging to the article or on the manufacturer's website. Replacement by a new article may not be expected. Long repair times for some products may be expected as repair may be undertaken abroad.

Return of goods

Any return of goods must be agreed in advance. The article must be in the same condition as on receipt and be returned in its original undamaged packaging, and a return form must be filled in and enclosed. A return form may be downloaded from www.sennheisernordic.com (RETURSKEMA). Any return of goods shall be at the customer's account and risk. If the article is incomplete (cables, diskettes, packaging, manuals, etc. are missing), an amount corresponding to the cost of completing the article shall be deducted. Further, if goods returned are credited, an administration fee of 15% of the invoice amount shall be deducted. Software shall not be returnable if the sealing is broken. Licenses for software or hardware shall not be returnable and shall not be credited. Support agreements shall not be shortened. Discontinued articles and articles that are not held in stock shall not be returnable. Shipping costs shall not be credited.

Service

Articles for repair shall be handed in during Sennheiser Nordic A/S's opening hours. Where articles are shipped for repair, please follow this procedure:

Please fill in and enclose the return form (download from www.sennheisernordic.com: RETURSKEMA) including a detailed description of the defect, the reason for the return, and the name of the contact person with whom the agreement has been made.

Please also enclose a copy of the invoice or receipt from the distributor. Accessory cables, plugs, power units, batteries, manuals, software, etc. must always accompany the product. Please return the article in appropriate packaging.

Where a defect in a product is covered by the two-year right of complaint, Sennheiser Nordic A/S shall return the product at Sennheiser Nordic A/S's expense but at the Buyer's risk. Repair of articles that are not covered by a guarantee shall be invoiced on a time basis at current hourly rates, and costs of any spare parts used shall be charged. Minimum time charged shall be a quarter of an hour. Goods received for repair shall be kept at the customer's risk, which means that the customer shall be responsible for taking out insurance.

Loss of data

Sennheiser Nordic A/S shall never be liable for any loss of a customer's data. Sennheiser Nordic A/S recommends that all data be backed up before delivery for repair. Reinstallation of programmes shall also be the customer's responsibility.

Technical data

Any information and data in electronic and print media shall be based on the manufacturer's information about the product in question. Sennheiser Nordic A/S shall not be liable for any faults or changes in specifications.

Lending of articles

Articles lent by Sennheiser Nordic A/S, including any accessories, documentation and packaging, shall belong to Sennheiser Nordic A/S. The customer shall not be entitled to relend, sell, provide as security or in any other way dispose of the article. Any shipments shall be made at the customer's expense and risk. If, on return, an article, accessories or the packaging are damaged, Sennheiser Nordic A/S shall be entitled to charge the customer an amount corresponding to the cost of completing the article.

Product liability / Force majeure

To the extent that Sennheiser Nordic A/S is liable to the customer in accordance with the Danish Product Liability Act, Sennheiser Nordic A/S's liability shall be limited to product liability alone and shall thus not include liability for any lost earnings, transport costs, operating losses, etc. The Buyer's legal relationship with a third party shall be of no concern to Sennheiser Nordic A/S. In the event that Sennheiser Nordic A/S incurs joint and several product liability with another legal unit/person, Sennheiser Nordic A/S's liability between the parties shall be limited to a maximum of DKK 100,000.00 cf. Section 11(2) of the Danish Product Liability Act. Further, the above shall be subject to events beyond the control of Sennheiser Nordic A/S, the supplier and/or the forwarder of the article in question.

Law / venue

Any disputes between Sennheiser Nordic A/S and customers in relation to these General Terms of Sale and Delivery shall be settled according to Danish law by the Maritime and Commercial Court in Copenhagen if possible and otherwise by the jurisdiction of Sennheiser Nordic A/S's domicile. Sennheiser Nordic A/S shall, however, always be entitled to summon the customer in his home court.