

General terms and conditions for product services and repairs

Kamstrup A/S – CVR no. 21 24 81 18

1.0 General conditions

- 1.1. These general terms and conditions apply to all agreements on product service and repairs of Kamstrup products ("Services") entered into between Kamstrup A/S ("Kamstrup") and a customer ("the Customer")
 - 1.1.1. when the Customer has created a service matter on Kamstrup's online service portal ServiceDesk via MitKamstrup ("ServiceDesk"); and
 - 1.1.2. if the product is not sold subject to Kamstrup's General terms and conditions, or other terms and conditions entered into between Kamstrup and the Customer, and/or
 - 1.1.3. is not covered by Kamstrup's General terms and conditions for the delivery of services, or other service agreements entered into between Kamstrup and the Customer.
- 1.2. the Customer's general conditions, practices and customs, etc., does not apply, unless these conditions, etc. are explicitly and in writing accepted by Kamstrup.

2.0 The Agreement

- 2.1. The agreement ("the Agreement") consist of the following:
 - 2.1.1. the Customer's creation of a service matter on ServiceDesk including a misdescription, and
 - 2.1.2. these general terms and conditions for product services and repairs.

3.0 Submission for service and repair

- 3.1. the Customer arranges, bear the risk and costs of shipping the product to Kamstrup.
- 3.2. The shipment must be sent to:
Kamstrup A/S, Att. Service department
Industrivej 28, 8660 Skanderborg, Denmark.
- 3.3. The shipment must be clearly marked with the service matter number from ServiceDesk, as well as a return label, which can be printed when the service matter is created.
- 3.4. Unless otherwise explicitly agreed, Kamstrup does not receive products for service or repair upon the Customer's personal submission.

4.0 Products covered by product warranty

- 4.1. Upon receipt of the Customer's product, Kamstrup examines, on the basis of the service matter and the Customer's misdescription, whether the product suffers from a craftsmanlike defect or defects in materials that are subject to Kamstrup's product warranty, and whether the

Customer has given notice of the defect in due time and within the warranty period.

- 4.2. If the defects are covered by Kamstrup's product warranty, Kamstrup must either repair the product, refund the price or make a replacement. Kamstrup assumes the ownership of replaced parts. Kamstrup bear the costs of returning repaired or replaced products covered by Kamstrup's product warranty to the Customer.
- 4.3. If the defects are not covered by Kamstrup's product warranty, the service matter will be handled in accordance with section 6 below.

5.0 Standard service matters

- 5.1. For standard service matters created on ServiceDesk regarding sampling tests, control measurement or re-verification of measurers, Kamstrup may charge Kamstrup's usual rates.

6.0 Estimate of repairs

- 6.1. If the service case is not covered by Kamstrup's product warranty (cf. section 4) or standard service cases (cf. section 5), Kamstrup may claim Kamstrup's usual rates for repaired or replaced products together with a reasonable fee for the work of investigating the claimed defect. In that case, the Customer shall bear the costs of returning repaired or replaced products to the Customer.
- 6.2. Upon the Customer requests in connection with the creation of the service matter, Kamstrup can prepare a repair estimate so that the Customer can assess whether the repair shall be completed. The repair estimate is valid for three (3) months from the time the estimate is sent to the Customer. If, after receiving a repair estimate, the Customer does not want the repair completed, Kamstrup may charge a reasonable fee for the work of investigating the claimed defect, and the Customer shall bear the costs of returning the product to the Customer or its disposal. Upon return of the product to the Customer pursuant to this section 6.2., Kamstrup is entitled to return the product in "open" condition.
- 6.3. If the Customer does not respond to the estimate within three (3) months from the transmission of the estimate of repair to the Customer, Kamstrup shall remind the Customer thereof, stating that the Customer's lack of response will result in the product being disposed of at the Customer's expense. Kamstrup is also entitled to demand a reasonable fee for the work of investigating the claimed defect.

General terms and conditions for product services and repairs

7.0 Kamstrup's reservations

- 7.1. The Services do not include rectification of defects due to (a) incorrect or unauthorized use of Kamstrup's products, (b) installation contrary to the instructions, manuals or descriptions associated with the product, etc., (c) lack of maintenance, (d) unauthorized re-assembly or repair performed by the Customer or third parties, or (e) acts or omissions of the Customer or third parties.
- 7.2. The Services do not include work regarding third-party products, unless otherwise explicitly agreed between Kamstrup and the Customer.
- 7.3. The Services do not include re-assembly or reinstallation at the Customer.
- 7.4. Kamstrup reserves the right not to receive products for service and repair that are contaminated with toxic or other environmentally harmful media.

8.0 Warranty for performed service and repair

- 8.1. Kamstrup guarantees that the Services are delivered in a professionally correct manner in accordance with the provisions of the Agreement. This warranty expires three (3) months after delivery of the Service in question.
- 8.2. If the Services are not in accordance with the provisions of the Agreement, the Customer must give Kamstrup notice thereof without undue delay after discovering the defect.
- 8.3. Kamstrup shall (and as the Customer's sole remedy in the event of a breach of any warranty), at Kamstrup's own discretion, either:
 - 8.3.1. Repair or re-perform defective Services in accordance with the provisions of the Agreement, or
 - 8.3.2. Credit or refund the price of such defective Services.

9.0 Service and repair time

- 9.1. The Services are performed at Kamstrup's own workshop and within normal working hours.
- 9.2. For standard Services, a processing time of fourteen (14) days plus the current week from receipt of the product must be expected, with the addition of return shipping and subject to holiday periods, non-business days and national closing days, etc.
- 9.3. Kamstrup's indication of delivery times for the Services are not binding, unless it has been expressly agreed between the parties.

10.0 Prices

- 10.1. All prices relating to these general terms and conditions for product services and repairs are stated in Danish Kroner (DKK), excluding VAT.

11.0 Payment

- 11.1. The Customer must pay Kamstrup on or before the agreed payment deadline and under no circumstances later than thirty (30) days after correct invoicing. In the event of exceeding the last payment deadline, an interest rate of two percent (2%) per month or the maximum interest rate allowed under applicable law will be charged, if this is lower.

12.0 Liability for damages

- 12.1. Kamstrup is responsible for proper handling and storage of the Customer's product from the time of notice of receipt at the recipient address specified in section 3.2., and until the product is sent to the return address provided by the Customer. Kamstrup transport insures the return shipment.
- 12.2. Kamstrup is not responsible for operating losses, profit losses, order losses, financial losses or other indirect losses that the Customer has incurred as a result of delayed or defective Services pursuant to the Agreement.
- 12.3. Kamstrup's total liability under the Agreement may not exceed an amount corresponding to the replacement value of the product deducted the ordinary wear and tear.

13.0 Disputes

- 13.1. Any dispute that may arise in connection with this Agreement shall be settled amicably by negotiation.
- 13.2. If an amicable settlement cannot be reached between the parties, the dispute must be decided by the Court in Aarhus, Denmark, as the court of first instance.
- 13.3. All disputes concerning the Agreement and dispute resolution must be settled in accordance with Danish law with the exception of the conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.