

These General Terms and Conditions of Sale (“Terms”) apply to sample deliveries of products and services (“Products”) from LEAP Technology ApS (“LEAP”).

### **1. Special note**

The Product provided by LEAP is evaluation sample only and not certified to any international standards. Evaluation sample is not intended for commercial use or resale. The Products are not for sale, resale, distribution, or any other technical or commercial exploitation in the United States of America. LEAP cannot be held responsible for any technical and/or commercial damage caused by violation of the aforementioned conditions or by inappropriate use, operation or treatment of the Products.

### **2. Confirmation of Order**

LEAP shall not be deemed to have accepted a purchase order until written, including electronic, confirmation of the order from LEAP is received by Customer or LEAP has received written, timely and unconditional acceptance from Customer of a quotation from LEAP.

### **3. Terms of Delivery**

The Products are delivered by courier from LEAP places of business. Failing special instructions, LEAP has the right to dispatch the Products to Customer at the risk and expense of Customer by a transport method chosen by LEAP.

### **4. Delay**

If delivery is delayed more than 4 weeks from agreed delivery date, Customer is entitled to cancel the order. No claims can be made by Customer as a result of the delay.

### **5. Prices**

Prices for Products are exclusive of VAT and/or other taxes or duties. LEAP reserves the right to adjust prices for non-delivered Products in the event of alterations in rates of exchange, variations in costs of materials, sub-suppliers’ price increases, changes in wages, state requisitions or similar conditions over which LEAP has no or limited control.

### **6. Packing**

Disposable packing is included in the prices and will not be credited if returned.

### **7. Terms of Payment**

Due date is 14 days from the date of invoice. From due date an interest rate of the lesser of 2 % per month or the highest rate allowable under applicable law will be payable. If the payment is performed by a credit card, it will be charged after the Product is shipped to Customer.

### **8. Return policy**

Customer can return the Products within 14 days of its receipt. The Products should be returned to:

*LEAP Technology ApS*

*Diplomvej 381*

*2800 Kgs. Lyngby, Denmark*

Products must be returned unused and in same condition as when received with tags and seals attached.

Return of the Products is at Customer expense.

Once LEAP has received the Products and accepted the return, LEAP will transfer the amount to Customer account within 14 days.

LEAP will refund Customer amount to the credit card on which Products were purchased. This is to prevent illegal use of stolen credit cards.

## **9. Guarantee**

All Products are covered by the Danish Sale of Goods, giving you 24 months to complain about an item.

This does not include defects caused by improper use, faulty maintenance or general wear.

In case of a complaint or a missing delivery, please contact [contact@leaptechnology.com](mailto:contact@leaptechnology.com) including order number, images of the claim and a description.

## **10. Product Information**

Any information –including, but not limited to information on weight, dimensions, capacity or any other technical data in catalogues descriptions, advertisements, etc. shall be considered informative, and are only binding if and to the extent, explicit reference on this is made in offer and/or order confirmation.

Specific demands from the Customer are only binding if and to the extent they have been confirmed by LEAP in writing.

## **11. Proprietary Information and Confidentiality**

Any non-public information, including but not limited to, prices, drawings, descriptions and any technical documents which LEAP has made or may make available to Customer (“Confidential Information”) shall remain the property of LEAP and shall be treated as confidential by Customer and its representatives and must not, without the written consent of LEAP, be copied, reproduced, or transferred to third parties or be used for other purposes than those intended when the Confidential Information was made available.

Confidential Information shall be returned upon LEAP request.

## **12. Alterations**

LEAP reserves the right to make alterations to the Products, which do not materially affect agreed specifications or the Products’ form, fit or function, without notice.

## **13. Product Liability**

LEAP shall not be liable for any damage to real property or chattels caused by the Product after it has been delivered and whilst it is in the possession of Customer. Nor shall LEAP be liable for any damage to products manufactured by Customer or to products of which Customer’s products form a part.

## **14. Notice of Claims**

Claims or complaints as to defects and/or delay in delivery of the Products or other claims shall be submitted in writing by Customer to LEAP at [contact@leaptechnology.com](mailto:contact@leaptechnology.com) without undue delay.

**15. Intellectual Property Rights**

Customer obtains no rights in form of license, patent, copyright, trademark or other proprietary right connected to the Products.

**16. Force Majeure**

LEAP is entitled to cancel orders or suspend delivery of Products and shall not be liable for any non-delivery, faulty or delayed delivery, which partly or wholly is caused by circumstances beyond LEAP reasonable control, including, but not limited to, riots, civil unrest, war, terrorism, fire, insurrection, requisition, seizure, embargo or defects or delays in deliveries by sub-contractors, strikes, lockouts, slow downs, lack of transportation, scarcity of materials, sickness accidents in product testing, and insufficient supplies of energy.

**17. Governing law and Disputes**

Any dispute between the parties arising from or in connection with a purchase agreement governed by these Terms shall be governed by Danish law including the United Nations' Convention for the International Sale of Goods (CISG), with the exception of the conflict of law provisions.