

LEGAL & COMMERCIAL

SALES TERMS & CONDITIONS

Equipment, spare parts, warranty and returns

29

TOTAL CLAUSES

13

EQUIPMENT

16

PARTS

DOCUMENT OVERVIEW

Sales Terms & Conditions

This document defines the contractual relationship between NOVO Imaging ApS and its customers, including ordering procedures, payment terms, delivery conditions, warranties, returns, and the respective rights and obligations of each party.

LAST UPDATED 10 June 2026	COMPANY NOVO Imaging ApS	VAT DK44265826
------------------------------	-----------------------------	-------------------

TABLE OF CONTENTS

Equipment Sales Terms	4
1. Contractual Basis	5
2. Delivery	5
3. Export Control Regulations	6
4. Prices and Quotations	7
5. Payment Terms	7
6. Retention of Title	7
7. Defects	8
8. Disclaimer of Liability	8
9. Limitation of Liability	8
10. Severability	9
11. Insolvency	9
12. Law, Choice of Venue	9
13. Environmental Statement	9
Parts & Components Sales Terms	10
1. Company Information	11
2. Contractual Basis	11
3. Delivery / Collection	12
4. Export Control Regulations	12

5. Warranty	13
6. Return Policy	13
7. Prices and Quotations	13
8. Payment Terms	14
9. Retention of Title	14
10. Defects	14
11. Product Liability	14
12. Limitation of Liability	15
13. Severability	15
14. Insolvency	15
15. Law, Choice of Venue	15
16. Environmental Statement	15

Document structure

Part I covers CT, MRI and all complete medical imaging systems. Part II covers spare parts, detector modules, coils, tubes and individual components, including warranty and return rules.



PART I

Equipment Sales Terms

CT scanners, MRI systems and all complete medical imaging units

13

CLAUSES

Complete imaging systems

CUSTOMER-FACING LEGAL TERMS

PART I / EQUIPMENT

13

Equipment Sales Terms

CT scanners, MRI systems, and all complete medical imaging units.

Definitions

SELLER	The NOVO Imaging company referred to in final written offers, quotations, invoices, and/or order confirmations supplying the products, parts, and/or services.
BUYER	The buyer as a person, firm, company, or other organization who has ordered products, parts, and/or services from NOVO Imaging.
PRODUCT	Any goods, equipment, and/or devices consisting of at least one sub-device.

01

Contractual Basis

EQUIPMENT

- 1.1. Unless otherwise agreed between the parties in writing, all deliveries shall be governed by the following terms.
- 1.2. These terms and conditions are binding and supersede and replace any of Buyer's terms and are an integral part of the order and/or agreement. All terms and conditions in or attached to Buyer's Purchase Order are hereby expressly declared null and void, regardless of which of the documents has been forwarded last.
- 1.3. Any terms and conditions set forth on the Buyer's purchase order or otherwise issued by the Buyer are hereby rejected and shall not apply to the sale and supply of Products.
- 1.4. No other agreements or understandings, which change these terms, shall be binding unless Seller has agreed to them in writing.
- 1.5. Amendments made directly on the Sales Order/Invoice will overrule the terms, where such may be in discrepancy.
- 1.6. Any reference to Incoterms on Sales Orders should be considered a reference to the latest Incoterm version.
- 1.7. Amended versions of the Sales Order/Invoice will supersede any previous versions.

02

Delivery

EQUIPMENT

- 2.1. Unless clearly stated on the Sales Order/Invoice, Seller will only provide light packaging of the goods, limited to securing the goods on wooden pallets and wrapping the goods in plastic bubble wrap.
- 2.2. Seller can offer additional packaging (if applicable) of the goods, suitable for the selected way of transport, e.g., vapor packing and wooden crating. If such has been agreed as a delivery by Seller, this will be clearly stated on the Sales Order/Invoice.
- 2.3. Goods shall be available on the delivery date, which is 14 days after the date on which the latter of the following two events occurs:
 - a) Buyer's advance payment of the total invoice amount is received on Seller's account.
 - b) Seller has had the equipment delivered by the third party from whom Seller is acquiring the equipment.
- 2.4. If Seller is unable to make the goods available at the time of delivery, Seller shall endeavor to make the goods available as soon as possible. Buyer is not entitled to any reimbursement of costs, expenses, or the like on grounds that Seller has failed to make goods available within the agreed availability period. Buyer's sole remedy for breach of contract in such situations is to cancel the purchase agreement.

Buyer is, however, not entitled to cancel the purchase agreement unless Seller has failed to make delivery 3 months after the delivery date as determined in 2.3.

2.5. Buyer shall, to the extent that Buyer fails to retrieve the equipment within 30 days from when the equipment is made available to Buyer, be obligated to indemnify and hold Seller harmless for any and all costs that Seller may incur in connection with storing the equipment, including, but not limited to, rental of warehouse space depending on modality corresponding to the following rates per commenced week (invoiced separately on monthly sales orders):

- MRI: 900.00 EUR per commenced week
- Other equipment: 300.00 EUR per commenced week
- Ultrasound / Mobile X-Ray / Mammo: 100.00 EUR per commenced week

2.6. If any maintenance (including but not limited to liquid helium refilling) is needed during storage, this will be the responsibility of Buyer, and Buyer must cover any and all costs related to maintenance during storage.

2.7. MRI systems are sold with the liquid helium level present at the moment Buyer accepts the agreement. Any request from Buyer for liquid helium filling must be provided to Seller no later than 14 weekdays before shipment. If this notification period is not respected, shipment may be subject to delay. Seller accepts no warranty or liability for direct losses, costs, expenses, failure, or damage in relation to the supply or filling of liquid helium.

Risk of loss passes from Seller to Buyer upon delivery into the MRI Cryostat.

2.8. If the Product is sold EXW and Buyer is contracting a 3rd party forwarder/transporter for collection, the Product will only be released if the transporter can present the Sales Order Number at the time of collection.

2.9. For EU intra-community transactions: If the goods are sold EXW and Buyer is handling transport, either by own means or contracting a 3rd party forwarder/transporter for collection, a copy of the signed and stamped CMR, issued by Seller, must be returned to Seller within 14 days after collection of the goods.

2.10. For export sales outside the EU: Buyer is always obliged to make sure the export declaration, issued by Seller, is closed within four weeks and provide documentation to Seller that this has been done.

2.11. If the requirements in articles 2.9 and 2.10 are not fulfilled, Seller reserves the right to invoice Buyer full VAT, based on the country in which the goods originated.

2.12. Seller shall have the right to withhold the equipment as security for payment of storage costs and any costs in relation to maintenance.

2.13. Seller is, to the extent that Buyer has not retrieved the equipment within 3 months of the delivery date, entitled to sell the equipment at Seller's discretion. Buyer shall indemnify and hold Seller harmless for any and all costs (including rental of warehouse space corresponding to section 2.5), lost profits, lost revenue, or the like that Seller may incur in connection with such sale to a third party.

Buyer shall in addition pay a 15% cancellation fee, which is calculated as 15% of the Sales Order/Invoice amount.

2.14. Buyer is not entitled to set forth any claims and/or protests against Seller with regard to the price that Seller may obtain in connection with the resale of the equipment.

03

Export Control Regulations

EQUIPMENT

3.1. Buyer understands that certain transactions of NOVO Imaging are subject to export control laws and regulations, such as but not limited to the UN, EU, and USA export control laws and regulations ("Export Regulations") which prohibit export or diversion of certain products and technology to certain countries.

Any and all obligations of NOVO Imaging to export, re-export, or transfer Products as well as any technical assistance, training, investments, financial assistance, financing, and brokering will be subject in all respects to such Export Regulations and will from time to time govern the license and delivery of Products and technology abroad by persons subject to the jurisdiction of the relevant authorities responsible for such Export Regulations.

If the delivery of products, services, and/or documentation is subject to the granting of an export or import license by certain governmental authorities or otherwise restricted or prohibited due to export/import control regulations, NOVO Imaging may

suspend its obligations and the Buyer's/end-user's rights until such license is granted or for the duration of such restrictions or prohibitions.

Furthermore, NOVO Imaging may even terminate the relevant order in all cases without incurring any liability towards the Buyer or end-user.

3.2. Buyer warrants that it will comply in all respects with the export, re-export, and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for every Product supplied to Buyer. Buyer accepts the responsibility to impose all export control restrictions to any third party if the items are transferred or re-exported to third parties.

Buyer shall take all actions that may be reasonably necessary to ensure that no customer/purchaser or end-user contravenes such Export Regulations. Buyer shall indemnify NOVO Imaging against any and all direct, indirect, and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from Buyer's or its customers' breach or non-compliance with this article.

3.3. Buyer acknowledges that the obligations contained in this Agreement shall survive the termination of any agreement or other arrangement under which the products, software, or technology was provided to Buyer. In addition, in the event of any conflict in the terms provided in this Agreement with any other document entered into between Buyer and NOVO Imaging, Buyer understands that the terms of this Agreement shall control and be binding upon Buyer.

NOVO Imaging reserves the right to suspend or terminate any order, without liability, where fulfilment would conflict with applicable export control regulations.

04

Prices and Quotations

EQUIPMENT

4.1. Any quotation or offer given by Seller is to be viewed as an offer, which shall be null and void if not accepted through receipt of Buyer's Purchase Order confirmation within 10 days of the date of the offer.

4.2. The price of products will be Seller's quoted price, exclusive of value-added or other taxes.

4.3. The goods are subject to availability on a "first come, first serve" basis.

05

Payment Terms

EQUIPMENT

5.1. Unless specifically agreed otherwise, Buyer must pay the entire Sales Order/Invoice amount in advance as soon as Seller requests such payment, and before the goods are retrieved or delivered. The amount must be paid immediately after Seller's request (Sales Order/Invoice).

5.2. Buyer is obliged to pay interest to Seller if the invoice is not paid in accordance with 5.1 unless specifically agreed otherwise. The interest rate is agreed to be 2% per month or 24% per year.

5.3. All bank fees charged to a payment should be paid by Buyer.

06

Retention of Title

EQUIPMENT

6.1. Buyer is not entitled to retrieve any goods before the entire invoice amount has been paid in accordance with 5.1.

6.2. Should Buyer - for any reason - come into possession of the goods before the entire invoice amount has been paid, Seller shall retain ownership and title to the goods until the invoiced amount has been paid in full.

6.3. The offered Sales Order is only valid for 10 days from the Sales Order date. After this date, Seller is entitled to consider the offer obsolete and canceled.

Title to the equipment does not pass to the Buyer until the full invoiced amount has been received and cleared in NOVO Imaging's bank account.

07

Defects

EQUIPMENT

- 7.1. Unless separately stated otherwise in the Sales Order/invoice, the agreement is based on the standard of "as it is where it is" (as/is), with no warranty expressed or implied.
- 7.2. Pictures, advertisements, verbal descriptions, email descriptions, etc., are intended for guidance and informational purposes only, and therefore Buyer cannot cite them as legal grounds.
- 7.3. Buyer shall inspect the goods before their delivery to Buyer. Regardless of whether Buyer performs such inspection himself or hires a 3rd party to conduct the inspection, Buyer shall give notice to Seller of any defect, claim, or the like within 48 hours after the inspection.
- 7.4. If Buyer fails to give such notice, Buyer is deemed to have approved and accepted the goods and waived any right to claim any kind of compensation in relation to defects, errors, or the like.
- 7.5. In case of any significant and material defect (defined as a defect equivalent to more than 25% of the Sales Order value), and subject to the notice being given in accordance with 7.3, Buyer's sole remedy shall be cancellation of the transaction on grounds of significant defects.
- 7.6. Any other defects will be rectified, if possible, by Seller within a reasonable time.
- 7.7. Buyer is not entitled to claim any compensation for breach of contract due to defects. Buyer is thus precluded from advancing claims for any damages, loss of revenue, proportional reductions, or other compensation.
- 7.8. Buyer specifically agrees that cosmetic discrepancies and fair wear and tear issues are not to be regarded as defects. Only major lacks or defects, which substantially influence the overall functionality of the goods, can be defined as significant defects.
- 7.9. Auxiliary calibration and testing devices, instruction books, user manuals, technical manuals, installation manuals, unique service keys, and the like shall be included to the extent that such exist, but Buyer is not entitled to claim any kind of compensation against Seller to the extent that they are not included.

08

Disclaimer of Liability

EQUIPMENT

- 8.1. Seller shall not be liable for any damages resulting from a defect in the equipment.
- 8.2. Buyer will take over all risk of product liability and will defend and hold Seller harmless from any claim from Buyer's customer in relation to product liability.
- 8.3. Seller shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the equipment provided.
- In no event shall Seller be liable for any indirect, special, incidental, or consequential damages arising out of the use or inability to use the equipment, including, without limitation, damages for lost profits, loss of goodwill, work stoppage, or any other damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
- By purchasing and using the equipment, Buyer assumes all risks associated with its use.

09

Limitation of Liability

EQUIPMENT

- 9.1. Seller shall not be liable to any further extent than described in these Terms and Conditions.
- 9.2. Seller shall not be liable for misprints in Sales Order confirmations or quotations.
- 9.3. Seller shall not be liable to Buyer for any indirect or consequential losses or losses which are unlikely or unforeseeable to Seller.
- 9.4. Seller's liability is in any and all cases limited (capped) at 10% of the total value of the sales order.

10

Severability

EQUIPMENT

10.1. Should any part of these Terms and Conditions be held invalid, void, or unenforceable by applicable law, the remainder of the Terms and Conditions shall remain in full force.

11

Insolvency

EQUIPMENT

11.1. In the event that Buyer becomes insolvent, or a request to open insolvency proceedings for the assets owned by Buyer has been filed, or insolvency proceedings for its assets are opened or dismissed due to lack of assets, Seller shall be entitled to terminate the Sales Order/Service Contract for good cause without notice in whole or in part.

12

Law, Choice of Venue

EQUIPMENT

12.1. Any dispute arising out of or in connection with any agreement between the parties, including any disputes regarding the existence, validity, or termination of the agreement or including any disputes regarding the validity of these terms shall be settled by Aalborg District Court and shall be governed by Danish law.

12.2. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to any agreement or dispute between the parties.

13

Environmental Statement

EQUIPMENT

13.1. As a NOVO Imaging business partner, we wish to encourage you to share our environmental responsibility, requesting that the equipment is handled only by trained professionals ensuring a high standard regarding the safety of future patients and clinical staff as well as the environment.

13.2. We encourage you to handle all electronic waste in accordance with the European WEEE standard or similar local legislation.



PART II

Parts & Components Sales Terms

Spare parts, detector modules, coils, tubes and all individual components

16

CLAUSES

Parts, warranty & returns

CUSTOMER-FACING LEGAL TERMS

PART II / PARTS & COMPONENTS

16

Parts & Components Sales Terms

Spare parts, detector modules, coils, tubes, and all individual components.

NOVO Imaging ApS
Company registration no. 44265826
Speditørvej 4, 9000 Aalborg, Denmark

CONTACT
+45 81 98 59 98
parts@novoisimaging.com

Definitions

SELLER	NOVO Imaging ApS as referred to on final written offers, quotations, invoices, and/or sales order confirmations supplying the goods and/or services.
BUYER	A person, firm, company, or other organisation that has ordered goods and/or services from NOVO Imaging.
GOODS	Equipment and/or devices consisting of at least one sub-device, or parts consisting of a single hardware or software device to be installed in or used on a product.
SERVICE	Consulting and services performed by NOVO Imaging.
DOA / DWW	DOA: Defect On Arrival. DWW: Dead Within Warranty.

01

Company Information

PARTS

1.1. NOVO Imaging ApS, company registration no. 44265826, has established itself at the address Speditørvej 4, 9000 Aalborg, Denmark.

1.2. NOVO Imaging can be contacted as follows:

- Phone: +45 81 98 59 98
- Email: parts@novoisimaging.com

02

Contractual Basis

PARTS

2.1. All deliveries and services shall be governed by the following terms, unless otherwise agreed between the parties in writing.

2.2. These terms and conditions are binding, supersede, and replace any of the Buyer's terms. They are an integral part of the Sales Order and/or agreement. All terms and conditions in or attached to the Buyer's Purchase Order are hereby expressly declared null and void, regardless of which document was forwarded last.

2.3. No other agreements or understandings that change these terms and/or the Sales Order shall be binding unless the Seller has agreed to them in writing.

2.4. Amendments made directly on the Sales Order will overrule the terms, where such changes may be in discrepancy.

2.5. Any reference to Incoterms on Sales Orders should be considered a reference to Incoterms 2020.

2.6. Amended versions of the Sales Order will supersede any previous versions.

03

Delivery / Collection

PARTS

- 3.1. The Seller will deliver the goods to the destination defined in the Sales Order, including transport via road, sea, or air.
- 3.2. If the goods are sold EXW and the Buyer is contracting a third-party forwarder/transporter for collection, the goods will only be released if the transporter can present the Sales Order Number at the time of collection.
- 3.3. For EU intra-community transactions: If the goods are sold EXW and Buyer is handling transport, either by own means or contracting a 3rd party forwarder/transporter for collection, a copy of the signed and stamped CMR, issued by Seller, must be returned to Seller within 14 days after collection of the goods.
- 3.4. For export sales outside the EU, the Buyer is always obliged to close the export declaration issued by the Seller within four weeks and provide documentation to the Seller that this has been done.
- 3.5. If the requirements in articles 2.3 and 2.4 are not fulfilled, the Seller reserves the right to invoice the Buyer for full VAT based on the country from which the goods originated.
- 3.6. Buyer is not entitled to set forth any claims and/or protests against Seller regarding the price that Seller may obtain in connection with the resale of the equipment.
- 3.7. Buyer is solely responsible for any product testing required by local authorities before the product may be put into clinical operation.

04

Export Control Regulations

PARTS

- 4.1. Buyer understands that certain transactions of NOVO Imaging are subject to export control laws and regulations, such as but not limited to the UN, EU, and USA export control laws and regulations ("Export Regulations"), which prohibit export or diversion of certain products and technology to certain countries.

Any and all obligations of NOVO Imaging to export, re-export, or transfer Products as well as any technical assistance, training, investments, financial assistance, financing, and brokering, will be subject in all respects to such Export Regulations and will from time to time govern the licence and delivery of Products and technology abroad by persons subject to the jurisdiction of the relevant authorities responsible for such Export Regulations.

If the delivery of products, services, and/or documentation is subject to the granting of an export or import licence by certain governmental authorities or otherwise restricted or prohibited due to export/import control regulations, NOVO Imaging may suspend its obligations and the Buyer's/end-users' rights until such licence is granted or for the duration of such restrictions or prohibitions.

Furthermore, NOVO Imaging may even terminate the relevant order in all cases without incurring any liability towards the Buyer or end-user.

- 4.2. Buyer warrants that it will comply in all respects with the export, re-export, and transfer restrictions outlined in such Export Regulations or in export licences (if any) for every Product supplied to Buyer. Buyer accepts the responsibility to impose all export control restrictions to any third party if the items are transferred or re-exported to third parties.

Buyer shall take all actions that may be reasonably necessary to ensure that no customer/purchaser or end-user contravenes such Export Regulations. Buyer shall indemnify NOVO Imaging against any and all direct, indirect, and punitive damages, loss, costs (including attorney's fees and costs), and other liability arising from claims resulting from Buyer's or its customers' breach or non-compliance with this article.

- 4.3. Buyer acknowledges that the obligations contained in this Agreement shall survive the termination of any agreement or other arrangement under which the products, software, or technology was provided to Buyer. In addition, in the event of any conflict in the terms provided in this Agreement with any other document entered into between Buyer and NOVO Imaging, Buyer understands that the terms of this Agreement shall control and be binding upon Buyer.

NOVO Imaging reserves the right to suspend or terminate any order, without liability, where fulfilment would conflict with applicable export control regulations.

05

Warranty

PARTS

5.1. Unless specifically stated in the Sales Order, the Seller provides a 90-day warranty period for supplied parts. The warranty periods for other equipment and devices are specified in the Sales Order.

5.2. All parts are supplied on an exchange basis, necessitating the return of exchanged parts to the Seller.

5.3. If a part is quoted on an "Exchange" basis, the price in the quote reflects a discounted rate, contingent on the Buyer returning a like, repairable item to the Seller within 20 days from the Buyer's receipt of the sold part. Failure to return a like, repairable item within 20 days obliges the Buyer to pay the full retail price for the part, up to the full OEM replacement cost.

Additionally, the Buyer is required to remove all sensitive patient information from exchange parts before returning them to the Seller.

5.4. Claim periods are determined by the agreements outlined in the Sales Order.

5.5. For "DOA" or "DWW" claims to be valid, the Buyer must return the part with the DOA/DWW claim to NOVO Imaging within 15 days of the claim being made. Failure to do so will result in rejection of the claim, and the returned part will be handled as an exchange part in accordance with Article 5.3.

5.6. Claims for new OEM parts must be made within 8 days after the Shipment Date on the Sales Order Confirmation.

5.7. If a part is "DOA," the Seller's sole obligation will be to replace the part with an equivalent or credit the paid amount if the claim is validated.

5.8. The Buyer must ensure that its premises have adequate and safe facilities and guarantee that appropriate personnel will carry out all services with reasonable care and skill.

Warranty claims must be submitted by email to parts@novoisimaging.com with a detailed fault description and photographic evidence within the applicable warranty period.

06

Return Policy

PARTS

6.1. If you wish to return any unused parts, you have a window of 15 days from the shipment date to do so. The Buyer will be responsible for covering the shipping expenses. All returns must be pre-approved by the Seller, and the parts being returned must be in the same condition as when they were originally shipped.

6.2. For returns of unused parts with unopened packaging, a restocking fee will apply:

- Return within 15 days after shipment: 15% restocking fee
- Return between 16-30 days after shipment: 30% restocking fee
- Return between 31-40 days after shipment: 30% restocking fee

6.3. Returns of unused parts with a broken package seal:

- Return within 15 days after shipment: 30% restocking fee
- Return between 16-30 days after shipment: 40% restocking fee
- Return between 31-45 days after shipment: 60% restocking fee

6.4. Unused parts returned after 45 days from the shipment date will not be eligible for a restocking fee credit.

6.5. If a part has been tampered with, it will be considered an exchange, and no restocking credit will be issued.

All returns must be pre-approved and shipped to: NOVO Imaging ApS, Speditørvej 4, 9000 Aalborg, Denmark.

07

Prices and Quotations

PARTS

7.1. Any quotation or offer provided by the Seller should be regarded as a formal proposal. It will become invalid if not accepted upon receipt of the Buyer's confirmation of the Purchase Order within 7 days from the date of the offer.

7.2. The price of the products, parts, and/or services will be determined by the Seller's quoted price, excluding value-added or other taxes. In cases where no specific price is quoted, the amount payable will be based on the prices currently listed in the Seller's price list, along with any potential additional charges such as handling, freight, packaging, etc.

08

Payment Terms

[PARTS](#)

8.1. If not otherwise agreed upon, the Buyer is required to make full upfront payment of the entire invoice amount to the Seller.

8.2. The products and/or parts remain the property of the Seller until the full payment is received in the Seller's account. In case of delayed or non-payment, the Seller has the right to void the warranty, suspend deliveries, and/or cancel any outstanding obligations. Additionally, the Seller may charge interest if the invoice is not paid in accordance with article 7.1, unless specifically agreed otherwise. The interest rate is 2% per month or 24% per year.

8.3. The Buyer is responsible for covering all bank fees associated with the payment.

09

Retention of Title

[PARTS](#)

9.1. The Buyer is not entitled to receive any products, parts, and/or services until the entire invoice amount has been paid in accordance with article 7.1, unless otherwise specified. This means that the Seller retains ownership of the products, parts, and/or services until the invoice amount is paid in full.

9.2. The Sales Order/Invoice is only valid for 14 days from the date of issue. After this date, the Seller has the right to consider the offer obsolete and cancel it.

10

Defects

[PARTS](#)

10.1. Pictures, advertisements, verbal descriptions, email descriptions, etc., are intended for guidance and informational purposes only; therefore, Buyer cannot cite them as legal grounds.

10.2. If possible, the Seller will rectify any defects within a reasonable time. If the defect cannot be rectified, the Seller will reimburse the Buyer with compensation calculated as the loss of value due to the defect but limited in accordance with article 12.4.

10.3. The Buyer is not entitled to claim any compensation for breach of contract due to defects other than the rights given above. Thus, the Buyer is precluded from advancing claims for damages, proportional reductions, loss of revenue, or other compensation.

10.4. Buyer agrees that cosmetic discrepancies and fair wear and tear issues are not to be considered defects. Only major lacks or defects that substantially influence the product's overall functionality or part can be defined as significant defects.

10.5. Auxiliary calibration and testing devices, instruction books, user manuals, technical manuals, installation manuals, unique service keys, and the like shall be included to the extent that such exist, but Buyer is not entitled to claim any kind of compensation against Seller to the extent that they are not included.

11

Product Liability

[PARTS](#)

11.1. Seller shall not be liable for any damages resulting from a defect in the equipment.

11.2. Buyer will take over all product liability risks and defend and hold Seller harmless of any claims arising from Buyer's use of the product or part.

12

Limitation of Liability

PARTS

- 12.1. The Seller's liability is restricted to the terms set forth in these Terms and Conditions.
- 12.2. The Seller bears no liability for any inaccuracies in order confirmations or quotations.
- 12.3. The Seller is not accountable to the Buyer for indirect or consequential losses, or losses that are unlikely or unforeseeable to the Seller.
- 12.4. The Seller's liability is capped at 5% of the total value of the sales order in all instances.
- 12.5. Warranty coverage for a product or part will be rendered void if the Buyer fails to utilise the product or part for its intended purpose and in compliance with the OEM's pertinent usage and operation guidelines.
- 12.6. Regarding products or parts authorised for human clinical and diagnostic use, any associated decisions remain at the Buyer's risk, in conjunction with the respective healthcare professionals.
- 12.7. Should the Buyer opt to engage third-party contractors to work on any installed product during the warranty period, the Seller disclaims all responsibility for the work executed, damages incurred, or modifications carried out by these third-party contractors. Furthermore, any implied warranty will be rendered null and void if the Buyer subcontracts third-party contractors to intervene on the product.

13

Severability

PARTS

- 13.1. Upon the occurrence of any part of these Terms and Conditions being deemed invalid, void, or unenforceable by applicable law, the remaining provisions shall remain in full force.

14

Insolvency

PARTS

- 14.1. In the event of the Buyer's insolvency, the filing of insolvency proceedings for the Buyer's assets, or the initiation or dismissal of insolvency proceedings due to a lack of assets, the Seller reserves the right to terminate the Sales Order/Service Contract, in whole or in part, for just cause without prior notice.

15

Law, Choice of Venue

PARTS

- 15.1. Any dispute arising from or in connection with an agreement between the parties, including disputes concerning its existence, validity, or termination, and the validity of these terms, shall be resolved by the Aalborg District Court and be governed by Danish law.
- 15.2. The parties mutually affirm that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable to any agreement or dispute between them.

16

Environmental Statement

PARTS

- 16.1. As a business partner of NOVO Imaging, we emphasise the importance of upholding environmental responsibility by ensuring that all equipment is handled exclusively by trained professionals. This will help maintain a high standard of safety for both future patients and clinical staff, as well as contribute to environmental protection.

Additionally, we kindly request that all electronic waste be disposed of in compliance with the European WEEE standard or relevant local legislation.

RETURNS & CONTACTS

Return destination and contact addresses

ALL RETURNS SHIP TO

NOVO Imaging ApS
Speditorvej 4
9000 Aalborg, Denmark

CONTACT ADDRESSES

Equipment: sales@novoimaging.com
Parts: parts@novoimaging.com
Accounting: accounting@novoimaging.com
General: info@novoimaging.com

These Sales Terms & Conditions form an integral part of the applicable NOVO Imaging quotation, Sales Order, invoice and/or agreement, except where a written amendment in the applicable sales document expressly states otherwise.

Commercial contacts

For quotations, warranty claims, returns and account enquiries

EQUIPMENT

sales@novoimaging.com

PARTS

parts@novoimaging.com

ACCOUNTING

accounting@novoimaging.com

GENERAL

info@novoimaging.com

NOVO Imaging ApS

Speditørvej 4, 9000 Aalborg, Denmark

VAT: DK44265826 | +45 81 98 59 98 | novoimaging.com