

General terms and conditions for product service 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 Service Desk via My Kamstrup ("Service Desk"); 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., do not apply unless they are explicitly and in writing accepted by Kamstrup.

2.0 The Agreement

- 2.1. The agreement ("the Agreement") consists of the following:
 - 2.1.1. the Customer's creation of a service matter on Service Desk including a description of the claimed defect (the "Description"); 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 will arrange and 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 Service Desk, 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 Description, 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, at its own discretion, either repair the product, refund the price or make a replacement delivery. Kamstrup assumes the ownership of replaced parts. Kamstrup bears 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 Service Desk regarding sample tests, control measurement or reverification of meters, Kamstrup may charge Kamstrup's usual rates.
- 5.2. For service matters concerning Reverification/Test, Kamstrup will adjust the meters to the extent practicable and necessary. The Customer will not receive the meter results after such adjustment, if any, unless the Customer requests it prior to the adjustment.

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 fee of DKK 1,000 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's request 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

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may charge a fee of DKK 1,000 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 (e.g. partially disassembled, or otherwise non-restored 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 fee of DKK 1,000 for the work of investigating the claimed defect.

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, or use in other unusual environmental conditions (including submersion in dirt or water), (b) installation contrary to the instructions, manuals or descriptions associated with the product, etc., (c) lack of maintenance, (d) unauthorized 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.
- 7.5. For service matters concerning Sample test, Control measurement or Reverification/Test, Kamstrup reserves the right to use anonymised calibration data for statistical purposes.

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. Services are primarily performed at Kamstrup's own workshop and within normal working hours.

For Services performed at the Customer's premises, Kamstrup will invoice the Customer for technician drive time and mileage.

- 9.2. For standard Services, the expected processing time is fourteen (14) working days plus the remainder of the working week in which product is received. This timeframe is in addition to return shipping time and is subject to extension during holiday periods, non-business days and national closing days, and similar closures.
- 9.3. Kamstrup's indication of delivery times for the Services is not binding, unless this 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 payment deadline, an interest rate of two percent (2%) per commenced month as from the due date or the maximum interest rate allowed under applicable law will be charged, if this is lower. Kamstrup reserves the right to suspend its performance of any obligations under the Agreement, including but not limited to delivery of the products, until such time as the overdue payment is made in full or security satisfactory to Kamstrup has been provided.

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, loss of use, profit or revenue losses, order losses, financial losses, loss of time, work stoppages, loss of data, loss of goodwill, losses caused by delays in deliveries (except where Kamstrup has agreed in writing to a firm delivery date), losses incurred under contracts with third parties, or any indirect, incidental or consequential 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 after deducting 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.

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- 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.