



# Savene™ Order Form

*Date:	Order No (if applicable):
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## Customer information

*Name: (Accounts/Invoices)	*Delivery Name:
*Address: (Accounts/Invoices)	*Delivery Address:
*Account Contact Name:	*Delivery Contact Name:
*Account Telephone No.:	*Delivery Telephone No.:
*Account Fax No.:	*Delivery Fax No.:
Account E-mail:	Delivery E-mail:
Account Number:	Department Code:
*EU VAT Number:	EAN Number (if applicable):

\*Mandatory

## Order information

Description	Quantity	Unit price	Total
Savene™	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	€9,750.00	

<b>Sub Total ex VAT:</b>	
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## Signature

Name: <small>(PLEASE PRINT IN CAPITAL LETTERS)</small>
Authorized signature:

On signing this order you agree to the 'Terms and Conditions of Sales'.

**Please fax this order form to fax no.: +45 39 17 98 98**

*For further assistance or enquiries:  
 tel. no.: +45 39 17 83 92  
 e-mail: saveneenquiries@topotarget.com*

# TERMS AND CONDITIONS OF SALES

## 1. DEFINITIONS

In these conditions:

"the Company" shall mean TopoTarget A/S a registered Company in Denmark whose registered address is Symbion, Fruebjergvej 3, DK-2100, Copenhagen, Denmark. "the Purchaser" shall mean the individual, partnership, company, institution or any other body to whom Products are supplied by the Company. "Products" shall mean products or services manufactured or dealt with by the Company. "User" shall mean the persons employed by or engaged at the premises of the Purchaser who advise, requisition or otherwise authorise the purchase of the Product.

## 2. GENERAL

**2.1** All orders are accepted and all contracts are entered into by the Company for the supply and sale of Products subject to these Terms and Conditions. Any Terms and Conditions stipulated by the Purchaser are hereby negated and excluded (unless otherwise expressly agreed in writing by the Company). The contract between the Company and the Purchaser is constituted by the Company's acceptance in the form of acknowledgment of the purchaser's order and no contractual obligation binding upon the Company shall arise until such acceptance.

**2.2** These Conditions constitute the entire agreement between the Company and the Purchaser relating to the Products and unless expressly stated in these Conditions, all conditions and warranties whether expressed or implied, by statute, course of dealing or otherwise are hereby excluded. No servant or agent of the Company has authority to vary these Conditions orally or to make any representations whatsoever concerning the Product. Any information concerning the Products (including prices) contained in any catalogue, price list, publicity material or data sheet is an indication only and no such information shall be binding upon the Company.

## 3. PRICE

**3.1** The price of the Product is exclusive of Value Added Tax or any similar tax thereto which shall be charged at the rate in force as at the date of the invoice.

**3.2** Notwithstanding any acceptance of any order placed by the Purchaser, by the Company the price of the Products shall be subject to variation as at the date of delivery provided always that in the event of any increase in price after the date of such acceptance, the Company shall notify the Purchaser and shall not effect delivery of the Product until confirmation of the order at any such increased prices shall have been received from the Purchaser.

## 4. PAYMENT

**4.1** Payment shall be due within thirty (30) days from the date of invoice. Without prejudice to its other rights in connection with late payment, the Company reserves the right to charge interest at the rate of 1.5% of total invoice value per month (equivalent to an Annual Percentage Rate of 19.56%) if full payment is not received within the 30 days period. Such late payment charges will be levied from the first working day following the expiry of the 30 days period and at 30 day intervals thereafter. The Company further reserves the right to suspend deliveries to the Purchaser or collect any Products not paid for and/or terminate the contract without liability in the event of any failure by the Purchaser to comply with these Conditions.

**4.2** The Purchaser shall not be entitled to make any deduction from the price in respect of any set-off or counter claim unless both the validity and the amount thereof shall have been admitted by the Company in writing.

## 5. DELIVERY

**5.1** The price of the Products is inclusive the costs of delivery. The Company will package the Products in a suitable manner for dispatch to such destinations as may be designated by the Purchaser and (unless otherwise agreed in writing) shall dispatch the Products by reputable international courier or by first class mail or by other means at the Company's discretion. In respect of deliveries outside Denmark the Purchaser shall be responsible for any import taxes or customs duties in respect of the Products.

**5.2** The Company shall not be liable in respect of any damage to or discrepancy, shortage or loss in transit or any claim that the Products as delivered do otherwise not comply with the contract unless the following conditions are satisfied:

i The Purchaser shall inform the Company in writing:

a) within ten (10) days of receipt in the event of any damage or shortage or in the event that the Products as delivered do not comply with the contract, or

b) within ten (10) days of receipt of the Company's invoice in the event of total loss or non-receipt of the Products.

ii The Purchaser shall comply with any requirements of the appropriate delivery service in respect of any damage, discrepancy, shortage or loss.

## 6. RETENTION OF TITLE

Until the Company has been paid in full for the Products comprised in this contract the Purchaser shall hold the Products in a fiduciary manner as bailee for the Company and:

i Title to the Product shall remain with the Company and the Purchaser shall store the Products in such a manner that they are clearly identifiable as the property of the Company; and

ii The Company reserves the right of disposal of the Products and may retake possession thereof at any time and for that purpose may by its servants or agents enter upon any land or premises occupied by the Purchaser.

Notwithstanding the foregoing, risk in the Products will pass to the Purchaser upon delivery. A signature of the Purchaser, the user or other employee, servant or agent of the Purchaser obtained by the representative of the delivery agent shall be taken to be proof of delivery to the destination as designated by the Purchaser.

## 7. INTELLECTUAL PROPERTY

The Company endeavours not to offer for sale Products which infringe known and valid patents or other intellectual property rights but shall not be liable in any manner whatsoever to the Purchaser and/or any customers of the Purchaser for any costs, damages or loss of profit arising from the use or sale of the Products infringing or allegedly infringing any patent, registered design, copyright or other intellectual property rights of any third party.

## 8. SPECIFICATION

All Products are offered for sale by the Company subject to availability and, notwithstanding any acceptance by the Company, the Company shall not be liable in any manner whatsoever to the Purchaser in the event that it is unable to supply the Products ordered by the Purchaser.

## 9. RETURNS AND CANCELLATIONS

**9.1** Items ordered in error by the Purchaser cannot be returned to the Company, its servants or agents for credit or reimbursement (unless otherwise expressly agreed in writing by the Company).

**9.2** Cancellations will not be accepted by the Company after an order from the Purchaser has been dispatched by the Company (unless otherwise expressly agreed in writing by the Company).

## 10. LIMITED LIABILITY

**10.1** The Company shall be under no liability whatsoever (including without prejudice to the generality of the foregoing any liability in tort or for consequential loss or damage of any kind) for any defect in, failure of or unsuitability for any purpose of any Products supplied by the Company to the Purchaser and the Purchaser hereby accepts and acknowledges such exclusion of liability.

**10.2** Nothing contained in this agreement shall exclude or limit or purport to exclude or limit the liability of the Company in respect of any death or personal injury caused by a defective Product, if proved, supplied by the Company.

## 11. GENERAL

**11.1** These Conditions and any contract between the Company and the Purchaser are governed by Danish Law and the Purchaser hereby agrees to submit to the jurisdiction of the Danish Courts in connection with any dispute concerning the contents hereof.

**11.2** No forbearance, delay or indulgence by the Company in enforcing any of the Terms and Conditions of the contract shall prejudice the Company's right to insist upon strict compliance therewith nor shall the same constitute any waiver or estoppel.

**11.3** Information contained in these Conditions and in any other written material provided by the Company to the Purchaser and User is believed to be accurate and is given in good faith, but it is for the User to satisfy itself of the suitability of the Product for its own particular purpose.

**11.4** The Purchaser shall, if so requested by the Company, assist the Company to the best of its ability to obtain any necessary information concerning local laws and regulations applicable to the contract.