

## **General Terms and Conditions - Arnsbo Media APS//VoiceArchive.com**

1.1 These General Terms and Conditions shall apply to all business relationships between Arnsbo Media APS//VoiceArchive.com and its contractual partners (“customer”). Different conditions shall only be part of this contract if they have been confirmed by Arnsbo Media APS//VoiceArchive.com expressly in writing. Any other conditions which are different from these General Terms and Conditions or which are contrary or supplementary to these General Terms and Conditions shall be made in writing.

1.2 A contract shall be binding – depending on whichever occurs first – with the customers’ receipt of the written contract confirmation by Arnsbo Media APS//VoiceArchive.com, the mutual signature of an individual agreement or with the customers’ receipt of the goods.

1.3 A written contract or an order confirmation shall replace all specific or implicit agreements, promises or offers that may be pending between the parties completely.

1.4 In case of a delay of deliveries or services Arnsbo Media APS//VoiceArchive.com shall be entitled to admonition as well as the repeated scheduling of a reasonable grace period of at least 48 hours. If after the expiration of the deadline due to Arnsbo Media APS//VoiceArchive.com’s fault the performance of the contract has been omitted, the customer shall have the right to withdraw from the contract. For delay of individual deliveries or parts thereof the right of withdrawal shall only refer to the delayed partial delivery. Once recording procedures or other agreed to services have been initiated the right of withdrawal shall be dispensed altogether, even if the procedures are not being completed on time.

Any other rights of the customer due to the delay of the delivery or service shall be expressly excluded. Furthermore the customer shall not claim damage caused by delay for late deliveries or services.

1.5 The customer assumes responsibility to pay the agreed on price, which is due 10 days after the goods have left Arnsbo Media APS//VoiceArchive.com or as soon as the service has been completed.

1.6 All prices are net prices which means all additional charges like packaging, transport, insurance, VAT, other charges, etc. shall be born by the customer.

1.7 Not until the recording is paid in full shall the customer obtain the usage rights. Non-payment may result in the interdiction of the usage rights.

#### 1.8 Arnsbo Media APS//VoiceArchive.com disclaimer

All cases of contract violation and their legal consequences as well as all claims of the customer, irrespective of legal basis, are regulated in these final conditions. Claims of damage, mitigation or right of withdrawal that have not specifically been listed are especially excluded. The limitations of liability mentioned above do not apply in the case of unlawful intent or gross negligence on the part of Arnsbo Media APS//VoiceArchive.com.

#### 1.9. Stipulated venue and severability

The mutually agreed place of jurisdiction is Aarhus, Denmark.

If any provisions of this agreement shall be held to be invalid, unenforceable or in invalid after conclusion of the contract, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties are obliged to replace an invalid or unenforceable provision, which comes economically as close as possible to the invalid provision or that which is incapable of execution pursued by both parties. The foregoing provisions shall apply in case the contract proves to be incomplete.

Aarhus, Denmark, January 1<sup>st</sup>, 2007