
TERMS OF SALE AND DELIVERY FOR CONECTO A/S

1. SCOPE OF APPLICATION AND VALIDITY

- 1.1 These terms of sale and delivery (hereinafter the "Terms") shall apply in relation to any service provided by Conecto A/S, Gladsaxevej 376, DK-2860 Søborg, CVR No. 32550991 (hereinafter the "Supplier"), unless otherwise explicitly agreed in writing.
- 1.2 The Terms have been accepted by the Customer if the Terms have been attached to an offer from the Supplier; if the offer includes a reference to the Terms and the offer has been accepted by the Customer; or if the Customer in any other way has accepted the Terms.
- 1.3 Even if the Supplier does not later refer to these Terms in an offer, an order confirmation, an agreement or other types of correspondence, the Customer accepts that the Terms shall apply to any service provided, cf. clause 1.1.
- 1.4 If the Customer wants to apply its own terms of purchase, terms of supply or any other terms, this requires the Supplier's prior acceptance in writing. Any reference to such terms in the Customer's acceptance of the Supplier's offer does not constitute a qualified acceptance, as a reference to the Customer's own terms shall have no legal effect in relation to the Supplier.

2. SERVICES

- 2.1 The Supplier provides IT consultancy and development services (hereinafter "Consultancy Services") and hardware and software including licenses (hereinafter "Products").
- 2.2 The Supplier is entitled to have the work carried out by sub-suppliers, in total or in part. The Supplier is responsible for all actions and deliveries done by a sub-supplier as if they had been supplied by the Supplier itself.

3. OFFER AND FORMATION OF CONTRACT

- 3.1 The prices quoted on the offer / order confirmation are net prices excl. VAT.
- 3.2 For Products, the prices stated on the offer / order confirmation are excl. freight and expedition, unless otherwise stated.
- 3.3 For Consultancy Services, the prices stated on the offer / order confirmation are excl. transportation costs, unless stated explicitly.

- 3.4 The Supplier may, until delivery date, change prices as a result of changes in supplier prices, customs duties, taxes, exchange rates and other factors beyond Supplier's control and influence over the current price of the offer.
- 3.5 Any offer from the Supplier regarding Consultancy Services must be considered estimates or rough calculations, unless it explicitly appears from the offer that it is a fixed price offer.
- 3.6 All offers are valid for fourteen (14) days from the date of the offer, unless otherwise explicitly written in the offer.
- 3.6.1 Offers will only be binding upon Supplier's order confirmation.
- 3.7 All offers are subject to prior sale.
- 3.8 Product information, illustrations, drawings and information about technical data, such as volume, load capacity, performance, uptime, response time, etc. in brochures, PowerPoint presentations, on Supplier's website, etc. is only indicative. Supplier's information is binding only when a specific written warranty is given as part of the agreement. The Customer is responsible for the choice of Products and Consultancy Services, including for the Customer to achieve the expected results and functionality, and that Consultancy Services and Products may work in the Customer's existing or envisaged operating environment.
- 3.9 The Customer can accept an offer by signing the order confirmation/contract or by sending an email (hereinafter the "Confirmation").
- 3.10 Unless otherwise agreed, these Terms and the Confirmation represent the total contractual basis between the Supplier and the Customer (hereinafter the "Agreement").

4. PAYMENT AND TERMS OF PAYMENT

- 4.1 The Supplier always invoices Consultancy Services based on the actual time spent (time & material). In the case of onsite bookings, the Supplier always invoices minimum 4 or 8 hours according to the booking.
- 4.1.1 Each commenced one (1) hour period will be invoiced.
- 4.2 Consultancy Services provided outside of normal working hours (weekdays 08:00-17:00) will be invoiced at 200% of the Supplier's standard hourly rate.
- 4.3 If the Customer requests Consultancy Services to be delivered expedited, the Customer shall pay an emergency fee subject to Supplier's then current pricelist (currently DKK 10.000).
- 4.4 If the Customer has ordered Consultancy Services and subsequently cancels them with less than 72 hours' notice to the Supplier, the Customer will be charged a fee for late cancellation of Consultancy Services according to the following terms:
- For cancellations with 48-72 hours' notice, the Customer is invoiced a fee of 50% of the planned Consultancy Services.
 - For cancellations with 24-48 hours' notice, the Customer is invoiced a fee of 75% of the planned Consultancy Services.

- For cancellations with less than 24 hours' notice, the Customer is invoiced a fee of 100% of the planned Consultancy Services.

- 4.5 Consultancy Services are invoiced at the end of each month, however, at the latest when a task has been completed.
- 4.6 All prices are stated in Danish Kroner, VAT excluded.
- 4.7 The Supplier's invoices fall due within eight (8) days of the invoice date.
- 4.8 Any past due, unpaid amounts will carry an interest of 1.5% per month or fraction of a month. In addition, the Supplier is entitled to charge a reminder fee pursuant to Section 9 b(2) of the Danish Interest Act, currently DKK 100 for each dunning letter. In case of overdue payment, the Supplier is furthermore entitled to charge a compensation fee pursuant to Section 9 a(3) of the Danish Interest Act, currently DKK 310.
- 4.9 If the Customer has any unpaid and outstanding invoices, the Supplier is entitled to suspend any delivery of Consultancy Services to the Customer until payment has been received in full.
- 4.10 The Customer is not entitled to set-off or withhold any part of the purchase price due to counterclaims.

5. DISBURSEMENTS AND TRANSPORTATION COSTS

- 5.1 In addition to payment for Consultancy Services provided pursuant to this Agreement, the Supplier is entitled to compensation for reasonable expenses, including transport and travelling expenses, meals and refreshments in case of hotel stays, expenses related to communication etc., that have actually been incurred in connection with the provision of the Consultancy Services.
- 5.1.1 Transportation to and from any bridged islands in Denmark will be charged at a fixed rate of DKK 850 per day.

6. PREPAID VOUCHER

- 6.1 The following terms furthermore apply to prepaid vouchers for Consultancy Services:
- 6.1.1 Prepaid vouchers are valid for one (1) year from the invoice date. Up to 10% of any unused prepaid vouchers can be used as discount towards a new prepaid voucher.
- 6.1.2 The Customer may request a specification of the time spent via prepaid vouchers by contacting the Supplier.
- 6.1.3 Prepaid vouchers are non-refundable.

7. THIRD-PARTY SOFTWARE LICENSES

- 7.1 The Supplier sells software and licenses to cloud and on-premise services in its capacity as being a distributor of licences on behalf of a software manufacturer (hereinafter "Third-Party") and not as supplier or owner of the said cloud or on-premise services.

- 7.2 When purchasing licences from the Supplier, the Customer furthermore accepts the Third-Party's separate terms.
- 7.2.1 If the Agreement is terminated, the Customer continues to be bound by the Third-Party's separate terms as long as the Customer uses the Third-Party's licences.
- 7.3 Subscription-based Licenses
- 7.3.1 Subscription-based licences are automatically renewed immediately before expiry of the subscription period. The subscription period appears from the offer, which the Customer has received from the Supplier in connection with the purchase of the Licences. If licences are added during an on-going subscription period, the Customer will purchase Licences that apply for the rest of the subscription period, after which all Licences comprised by the subscription will be renewed all together.
- 7.3.2 If the Customer requests to terminate a subscription regarding subscription-based Licences, this must be notified in writing to the Supplier at the latest fourteen (14) days prior expiry of a subscription period and in accordance with any relevant Third-Party terms.
- 7.3.3 If the Customer has not terminated the subscription for licences in due time before an automatic renewal takes place, the Customer will automatically have accepted such new subscription period.

8. DELIVERY

- 8.1 Any delivery dates are estimated and non-binding for the Supplier unless they have specifically and in writing been specified as fixed delivery dates.
- 8.2 In case of significant delay caused only by circumstances related to the Supplier, the Customer is entitled to terminate the Agreement with immediate effect if the Supplier has not made delivery at the latest thirty (30) working days after having received the Customer's written notice of such delay.
- 8.3 If the Customer chooses to terminate the Agreement with immediate effect, the Supplier is obliged to deliver the results available at the time of such termination, and the Customer is obliged to pay for them and to reimburse any disbursements incurred by the Supplier. The Customer cannot claim any other remedies for breach, including a claim for damages, unless such delay is caused by the Supplier's gross negligence or wilful intent.
- 8.4 If the Supplier is obliged to deliver specific results at a fixed price and such results have not been delivered when the Customer terminates the Agreement with immediate effect, the provisions in clause 8.3 shall apply, however, the Customer shall be entitled to a reasonable proportionate reduction in the agreed fixed price determined by the Supplier.
- 8.5 In case of delay caused by circumstances related to the Customer, the Supplier is entitled to postpone the time of delivery to the extent the Supplier considers it necessary to do so.

- 8.6 Unless otherwise agreed, Supplier shall, at the Customer's expense, ship the Products to the Customer's address. The Supplier shall choose the mode of transport and provide transport insurance for the Products.
- 8.6.1 Upon receipt of the Products, it is the Customer's duty to ensure that the goods are intact before receipt is issued.
- 8.7 The risk of the Products passes to the Customer when the products are delivered. If the Customer himself retrieves the Products at Supplier's warehouse, or arranges for transportation with a foreign carrier, the risk of the Product is passed to the Customer when handing over to the Customer's carrier, regardless of whether the carrier only acts as an intermediary for the transport and does not conduct it himself.
- 8.8 Return of Products can only be done by prior arrangement and the Customer shall pay all related costs.
- 8.9 Retention of title (Danish: ejendomsforbehold)
Supplier reserves the right to ownership of any delivery until the full purchase price plus any interest and costs are paid.

9. CUSTOMER'S OBLIGATIONS

- 9.1 The Customer's active and timely involvement/participation is of vital importance to the supply of Consultancy Services in order to comply with the contractual obligation.
- 9.2 The Customer's non-involvement/non-participation in due time may be vital in terms of deadlines, fixed prices and time estimates. Non-involvement/non-contribution may lead to extra costs.
- 9.3 The Customer must disclose all relevant information and materials to the Supplier in due time, including any data extractions, translations and design drafts, in order to comply with agreed and estimated times of delivery.
- 9.4 The Customer must allocate the required resources to procure information and material, and for testing and error reporting.
- 9.5 The Customer undertakes to provide access to available product information, required systems, user information and other documentation that is current and relevant for the Supplier's fulfilment of the Agreement.

10. WARRANTY

- 10.1 The products are provided with the warranties provided by the manufacturer or the subcontractor and the Customer is referred to the individual manufacturer's / subcontractors' current warranty terms. Unless explicitly agreed in writing, no other warranty is provided by the Supplier.
- 10.1.1 The Supplier is not responsible for the fulfillment of any warranty obligations arising from a manufacturer or subcontractor.
- 10.1.1.1 The warranty period is not extended as a result of Supplier remedying errors or making a replacement of the Products.

- 10.2 The Supplier may reject complaints and damages attributable to improper use, lack of care / maintenance, inadequate or inappropriate storage, alterations or accidents. The stated warranty is not extended, restricted or affected by any obligation or responsibility because Supplier has conducted technical advice or service in connection with the delivery of Products.
- 10.3 Supplier's liability for errors in a delivered product is limited to the above and the Customer is not entitled to any compensation in case of an erroneous delivery.

11. COMPLAINTS

- 11.1 It is the Customer's responsibility to check the Products upon receipt with special regard to any errors and damages. If the Customer, upon its investigation of the Product, finds any errors or damages, the Customer must immediately and no later than seven (7) weekdays from receipt notify the Supplier in writing with the cause of complaint. Otherwise, the Customer is considered to have accepted the Products.
- 11.1.1 The Supplier is not responsible for any damage that has occurred as a result of the Customer failing to comply with the agreed or accompanying operating instructions or operating instructions prepared by the manufacturer.
- 11.1.2 Supplier's liability for defects in the Products is limited to the above and the Customer has no right to compensation in case of defects or defects in the delivered Product.
- 11.2 In terms of quality, the Consultancy Services must be according to industry standards and not conflict with any third-party rights.
- 11.3 Upon receipt of Consultancy Service from the Supplier that is not subject to an agreed and specific acceptance test or similar upon delivery, the Customer is obliged immediately, and no later than seven (7) weekdays after delivery, to inspect the Consultancy Services thoroughly to ensure that it is free from any defects. Defects that have not been reported to the Supplier within seven (7) weekdays after delivery cannot at a later time be claimed as defects but will be remedied as extra work.
- 11.4 It is specified that in such cases where the Supplier has had freedom of choice as regards the performance of its Consultancy Services, e.g. construction of a website, selection of colours, graphics etc., such selections do not constitute a defect. Any amendments of the selections made is charged on a time and material basis.
- 11.4.1 Only functional or configurational defects in the Consultancy Services, where the delivered services deviate from the Customer's clear specifications, may constitute a defect. Cosmetic defects in the delivered Consultancy Services can never be considered a defect.
- 11.4.2 Defects caused by errors in third-party software (e.g. software defects in an operating system or an internet browser) or the Customer's faulty or incorrect configuration of third-party software, can never be considered a defect.
- 11.4.3 Any amendments of the delivered services, that are not defects, are charged on a time and material basis.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 By actual payment of the agreed fees and any disbursements, the Customer acquires a global, non-exclusive right of use, unlimited in time, to the services that the Supplier may create or develop for the Customer under the Agreement. The Customer may amend, adjust and further develop the developed software, which includes use of the software or parts thereof in connection with the supply of services to a third party.
- 12.2 The Customer cannot disclose or sell the developed services to a third party.
- 12.3 The Supplier will maintain all rights to its own components, methods, processes, tools, trade secrets and standard procedures.
- 12.4 The Supplier undertakes to ensure that all required rights and licences to any software and other copyrighted material used by the Supplier for the delivery have been obtained in accordance with the agreed use of the delivered services.
- 12.5 Regarding materials supplied or ordered by the Customer, the Customer warrants that third party rights will not be infringed. If the Supplier becomes liable towards a third party due to the Customer's lack of legal basis to exercise rights of a third party, the Customer must indemnify the Supplier from such liability. The Supplier's liability in damages towards a third party because of the above shall be finally borne by the Customer.
- 12.6 For third-party software, the manufacturer's licence terms in force from time to time shall apply, unless otherwise explicitly specified in writing.

13. PROCESSING OF PERSONAL DATA

- 13.1 If the Supplier in the context of the provision of services to the Customer processes personal data on a large scale or processes special categories of data as referred to in Article 9 of Regulation (EU) 2016/679 of the European Parliament and of the Council (the "Regulation"), the parties will sign a separate data processor agreement. If the parties do not sign a separate data processor agreement, the following data processor agreement will apply:
- 13.1.1 Both parties must continuously implement appropriate technical and organizational measures that will meet the requirements set out in the Regulation to ensure protection of the rights of data subjects.
- 13.1.2 The Supplier must comply with the requirements in Article 28 of the Regulation, including to provide the Customer with the assistance specified in Article 28, against standard payment by the hour, and provide such information and make required any documentation available to the Customer in order for the Customer to monitor the Supplier's compliance with the requirements in Article 28, including by allowing and contributing to audits and inspections.
- 13.1.3 The Supplier is entitled, at its own expense and risk, to use sub-suppliers, who also process the Customer's personal data, provided that the Supplier, in case of an intended replacement of a sub-supplier or use of a new sub-supplier, notifies the Customer in writing at least thirty (30) days before the intended replacement date, in order for the Customer to be allowed to object to the intended replacement.

- 13.1.4 The Supplier will ensure that all sub-suppliers meet the requirements in Article 28 of the Regulation and the obligations in this section.
- 13.1.5 The Supplier cannot without the Customer's prior written approval transfer the Customer's personal data to countries outside the EU/EEA or to a sub-supplier who has not adopted the EU-U.S. Privacy Shield scheme.
- 13.1.6 Any processing of the Customer's personal data is based on documented instructions from the Customer. The documented instructions are partly composed of the parties' contractual basis to allow such processing that is necessary in order for the Supplier to fulfil its agreements with the Customer, and partly the separate instructions given by the Customer to the Supplier.
- 13.1.7 If the Customer does not instruct the Supplier otherwise, the Supplier is entitled and obliged to delete the Customer's personal data at the latest three (3) months after the business relationship between the parties is finally terminated.
- 13.1.8 In case of any amendments of the categories of personal data or the categories of data subjects, which the Supplier processes for the Customer, the Customer must immediately notify the Supplier thereof.

14. BREACH

- 14.1 In case of material breach, the non-breaching party may terminate the Agreement with immediate effect, provided that the non-breaching party has given the breaching party a deadline of at least thirty (30) days to remedy the material breach and no remedial action has been taken before expiry of the deadline.

15. LIABILITY AND LIMITATION OF LIABILITY

- 15.1 With the limitations specified in these Terms, the parties are liable in damages towards each other pursuant to the ordinary rules of Danish law.
- 15.2 The Supplier is responsible for product liability in accordance with provisions of the Product Liability Act, which cannot be waived by agreement. The Supplier disclaims liability for product damage on any other basis. Product liability is limited in amounts cf. clause 15.4.
- 15.2.1 The Customer is obliged to notify the Supplier in writing of any product liability damage or there is a danger that such damage will occur without undue delay.
- 15.2.2 To the extent that Supplier are liable to third parties, the Customer is obliged to keep the Supplier indemnified in the same extent as Supplier's liability is limited in accordance with clause 15.4.
- 15.3 Unless the Supplier has acted with gross negligence or intent, the Supplier is never liable in damages for financial consequential losses, business interruption, lack of savings, loss of profits, goodwill, image, loss of data or costs to restore data, software or indirect losses.
- 15.4 The Supplier's liability in damages is furthermore, in any circumstances and regardless of the degree of negligence, limited to the lowest amount of either: 1) the value of the total consideration paid by the Customer to the Supplier during the twelve (12) months preceding the claim for damages, or 2) DKK 100,000.

16. FORCE MAJEURE

- 16.1 The Supplier shall not be liable towards the Customer if such liability is caused by circumstances outside the Supplier's control, including war and mobilisation, Acts of God, strikes, lockouts, fire, extreme weather, breakdown of electricity or telecommunications network, delayed or defective deliveries from sub-suppliers, damage to production facilities and cyber-attacks, which the Supplier should not have taken into account or could not have avoided or overcome by taking reasonable action.
- 16.2 If the Supplier is prevented from fulfilling the Agreement due to force majeure, the Agreement will be suspended for the period of time such force majeure event exists. If the force majeure event exists for more than three (3) months, the Agreement may be terminated by either party with fourteen (14) days' written notice, without the parties being entitled to claim damages towards each other.

17. CONFIDENTIALITY

- 17.1 Each party will hold the other party's confidential information in confidence with at least as much care as it holds its own confidential information, and neither party will disclose any of the other party's confidential information to any third party.
- 17.2 Each party may use the confidential information solely for purposes of its performance under this Agreement and may disclose such information to its employees and professional advisors only on a need-to-know basis, provided that such employees are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement. The parties agree that information about the other party's prices and customers is always considered trade secrets.
- 17.3 Either party may disclose confidential information as required by court order or otherwise by law, provided that it gives the other party written notice in advance of such disclosure sufficient to permit the other party to seek a protective order and, if so ordered, discloses only the minimum confidential information necessary to comply with the order.
- 17.4 Regardless of what is stated in the above, the Supplier is entitled to use the Customer's name as a reference for marketing purposes.
- 17.5 Each party's obligations under this section will survive termination of this Agreement and will continue in full force and effect with respect to confidential information of the other party for five (5) years from the date of disclosure of such confidential information.

18. ASSIGNMENT

- 18.1 The rights and obligations in this Agreement cannot be assigned to a third party without the other party's written consent, unless such assignment is in the form of a merger, where all or significant parts of the party's assets and liabilities are assigned. The Supplier may, however, freely assign its rights and obligations pursuant to the Agreement to the Supplier's subsidiaries or associated companies.

19. AMENDMENTS AND SEPARATE TERMS

- 19.1 Any amendment of the Terms must be in writing.

- 19.2 Amendments of the Terms must be notified by the Supplier with a prior notice of three (3) months. If the Customer cannot accept the amendments given notice of, the Customer may terminate the Agreement with a notice of sixty (60) days. The termination does not become effective if the Supplier at the latest thirty (30) days after receipt of the Customer's notice of termination has revoked the amendments towards the Customer.
- 19.3 If the Supplier provides managed services, please refer to their separate terms.

20. DISPUTES

- 20.1 Any dispute between the Supplier and the Customer shall be settled pursuant to Danish law, without regard to any principles of private international law specifying any other choice of law.
- 20.2 Disputes shall be settled, at the Supplier's choice, by the Maritime and Commercial Court in Copenhagen, in the alternative by the Copenhagen City Court or by an arbitration tribunal appointed by the Danish Institute of Arbitration pursuant to the "Rules of Arbitration Procedure of Danish Arbitration (Copenhagen Arbitration)". Each party shall appoint an arbitrator and the chairman of the arbitration tribunal shall be appointed by the Copenhagen Institute. If a party has not appointed an arbitrator within thirty (30) days of having respectively requested or received notice of the arbitration, such arbitrator shall also be appointed by the Institute in accordance with the above-mentioned provisions.
- 20.3 Regardless of the above, the Supplier may, however, always determine that a dispute is to be settled in the Customer's home court.

Updated March 9th, 2020