

DanofficeIT
General Terms of
Sale and Delivery

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General Terms of Sale and Delivery

1. Applicability and Scope of Agreement

- 1.1. These General Terms of Sale and Delivery shall apply to all offers, sales, and deliveries of Danoffice IT (hereinafter the "Company") unless otherwise agreed in writing.
- 1.2. In conjunction with the order confirmation and/or invoice, these terms and conditions constitute the combined scope of the Agreement. Furthermore, catalogues, brochures, price sheets, etc. as well as documentation as to the measurements, weight, and special qualities of the product should be gathered by the purchaser prior to ordering the product. Any such information is intended as a guide and shall only be binding upon the Company if they are expressly notated on the order confirmation or the invoice. The Company assumes no responsibility for any error or information provided in written product material prepared by any supplier. This exclusion shall apply to any form of sales materials, description, user guide, etc.
- 1.3. Purchaser's own purchasing terms will not be considered regardless of whether these are included in the purchaser's purchasing documents, including an acceptance or not. This shall apply irrespective of when or how such terms shall arise.
- 1.4. Amendments or appendixes to the Scope of Agreement shall only apply if the parties have agreed upon them in writing.
- 1.5. Each party shall immediately notify the other party if said first party were to change its legal status, file for bankruptcy, restructuring or enter into a voluntary wind-up.

2. Effective Date

- 2.1. The Final effective date shall occur when the purchaser receives a written order confirmation from the Company expressly titled as such or an invoice.

3. Pricing

- 3.1. All acts shall occur based upon the pricing notated in the order confirmation or invoice.
- 3.2. The prices are set unless otherwise agreed in writing. All prices are exclusive of Danish VAT referred to as moms, shipping, duty, taxes, and other potential levies, unless otherwise stated.
- 3.3. In the event that the prices on the offered delivery changes as a result of changes to the purchase price, the currency exchange rate, or the like, the Company shall be permitted to change the prices offered to the purchaser. The company shall not be bound to any shipping cost listed.
- 3.4. Any change to a government levy of any form including import- and export levies, duty, and taxes, which may occur after the Company has issued the order confirmation, shall not be the responsibility of the Company, but shall be the responsibility of the purchaser.

4. Payment

- 4.1. Payment shall occur no later than the date listed as payment due date in the order confirmation or invoice. Payment shall be made in the currency listed on the invoice.
- 4.2. In the event that no due date is noted, payment shall be due net 8 days.
- 4.3. In the event of past due payment, any discount afforded shall be void.
- 4.4. In the event of ongoing deliveries, the Company shall be permitted to invoice the purchaser on account each month as incurred. Any such invoice shall make reference to the agreement of the parties.
- 4.5. Should any payment be past due, the Company is permitted to add interest to the outstanding amount due from the due date, applying the current interest rate pursuant to the Danish Law on Interest §5. In addition thereto, the Company reserves the right to add a fixed compensation of 310,00 DKK per past due invoice.
- 4.6. The purchaser shall only be permitted to deduct any possible claim against the Company if same has been expressly agreed in writing. The purchaser shall not be permitted to withhold any portion of the purchase price unless this has been agreed to in writing between the parties.
- 4.7. The Company retains all proprietary rights to the products or services outlined in the Agreement until such time when the full purchase price, including any additional fees, has been received and until such time when any other demand or obligation between the parties has been resolved.
- 4.8. Failure to comply with the payment terms of the Company shall be considered gross misconduct in the form of intentional breach of contract. In that event, the Company reserves the right to withhold any further delivery as well as make demand for payment of all out-standing amounts immediately.

5. Delivery

- 5.1. Incoterms shall govern all deliveries unless otherwise agreed in writing. If no specific Incoterm has been agreed upon, the delivery shall be EXW at the Company's warehouse.
- 5.2. Unless otherwise agreed in writing, delivery within 15 days of the delivery date shall be considered timely delivery in all respects.
- 5.3. The Company maintains the right to charge the purchaser for any additional cost accrued as part of the delivery, which can be charged to purchaser.
- 5.4. Any delay which may be attributed to any such circumstance as outlined in paragraph 7 herein, cannot be raised by purchaser in a claim. The delivery date shall then be postponed by the amount of time any such circumstance may require. In the event such a circumstance delays the delivery by more than two months, negotiations can be commenced to void the Agreement.

- 5.5. The Company is an ethically responsible company which adheres to all governing export guidelines whether same are issued by the EU, USA or a third country. The Company shall deliver to the delivery address provided by the purchaser. In the event an export license is required for the designated destination, the Company shall assume the responsibility for obtaining same. The Company cannot be held responsible for any further export which may occur after delivery to the purchaser.

6. Delay

- 6.1. The Company shall assume no responsibility for any delay and purchaser shall have no right to compensation or reimbursement of any type in the event of a delay. This relief of liability shall apply to any loss including both direct or indirect loss, as well as production loss, loss of income, or other financial consequential loss.
- 6.2. Since a number of products in the Company's product portfolio are subject to export control and may be subject to export licensing before legal export may occur, the Company cannot be held liable for any effect this may have on the delivery date as a result of any government processing time in relation to the Company's application for export licenses. Further, the Company cannot be held liable for any delay caused by the purchaser in relation to gathering information needed to adhere to export legislation.

7. Force Majeure

- 7.1. The Company cannot be held liable for breach of contract or be held otherwise liable for the purchaser's loss, as a result of the Company's inability to meet an obligation caused by circumstances of an unusual nature which prohibits, makes troublesome, or increases the cost to comply, and which is outside the Company's control, including, but not limited to workplace conflict (strike and lockouts), fire, war, riots, inner turmoil, weather or natural disasters, government impound, import or export bans, breakdown of ordinary public traffic including energy supply, substantial price and/or taxation increase, currency swings, as well as production and delivery difficulties.
- 7.2. The Force majeure clause in paragraph 7.1. shall apply whether the inability to meet the terms of the agreement affects the Company directly or indirectly.

8. Claims and Defects

- 8.1. Immediately upon delivery and before use, the purchaser shall conduct an examination for quality and quantity issues of what has been delivered as required in the course and scope of good business practices.
- 8.2. If purchaser claims any quality or quantity defect, purchaser shall immediately and within three (3) business days from when the defect has taken place or should have been noticed, make a claim for the defect in writing outlining the clear details of the defect to the Company. If the purchaser has or should have discovered the defect and purchaser does not make a claim as outlined above, the purchaser cannot later make a claim for the defect. Changes to, or adjustments of, what has been purchased without consent of the Company shall relieve the Company from any responsibility or obligation.

- 8.3. If the delivered products have defects for which the Company is responsible, the Company assumes sole responsibility, at its discretion, to either remedy the defect, or re-deliver within a reasonable amount of time. The prerequisite to any remedy is a proper and timely claim.
- 8.4. In the event of a claim, the purchaser shall comply with the Company's instructions as it relates to remediation or delivery. Any failure to adhere to instructions shall relieve the Company of any responsibility in relation to the claim.
- 8.5. The Company assumes no responsibility for any loss as a result of a defect other than what has been stated in paragraph 8.3 above. As such, the purchaser shall not be entitled to compensation or damages of any kind in relation to a defect. This release of liability shall apply to any loss, both direct or indirect, including operation loss, loss of income, or other financial consequential damages.
- 8.6. It shall be the obligation of the purchaser, immediately upon receipt, to submit a written claim regarding damage during transport which would be the responsibility of the transporter. In the event such damage could not have been determined upon receipt, then such a claim shall be made as soon as possible, but in any event, no later than 5 days after receipt.
- 8.7. Should there be any defect to any of the products delivered by the Company, purchaser is solely entitled to remediation for breach of contract as it relates solely to the defective product. As such, the purchaser is obligated to fulfil all parts of the agreement with the Company as it relates to the non-defective portions of the delivery, including purchase price and any failure to comply with this obligation shall be considered gross misconduct and breach of contract which will entitle the Company to claim intentional breach of contract by the purchaser.
- 8.8. In the event that the purchaser has filed a claim pursuant to paragraph 8.2 and this results in there being no defect for which the Company is responsible, the Company is entitled to compensation for the work and costs said claim caused the Company.

9. Cancellation and Changing Orders

- 9.1. Any change to an order or cancellation of an order by the purchaser, including a change to a specification, quantity, and time of delivery can solely be made by written agreement with the Company changing the specific order.
- 9.2. Any cost associated with the cancellation or change shall be solely borne by the purchaser.

10. Returns

- 10.1. Products can only be returned to the Company by prior agreement specific to each return.
- 10.2. In the event that there is an agreement to return products, the purchaser shall bear all costs associated with the return and the responsibility for the product remains with the purchaser until such time when the Company has confirmed to the purchaser that the returned products have been received without defects.
- 10.3. Returns must be unused, without defects, and in original sealed packaging. The products shall be clean. Any refund for returned products shall be agreed upon in writing for each return.

10.4. Returned products shall be returned as instructed by the Company. If the return is not conducted as instructed, the Company retains the right to require a returned item fee which is assessed by the Company in reasonable correlation with the given violation and any damages or increased costs created by the violation. If the Company deems it necessary, the purchaser shall hold the Company completely harmless. In addition thereto, the Company retains the right to adjust any refund proportionally with any loss of value to the returned products.

10.5. Products may only be returned if the applicable RMA form in use at the time has been completed and sent to the Company.

11. Warranty

11.1. The Company does not provide a separate warranty on deliveries. The warranty in the purchase agreement or any other product warranty that may apply to the product, is solely to be considered a transfer of the manufacturer's warranty for a product in that it is not possible to make a claim for the given warranty statement against the Company.

11.2. A warranty shall only apply if the requirements of the warranty statement have been met and the instructions for installation and usage have been adhered to.

12. Product Liability

12.1. The Company's product liability is limited to the following paragraph unless otherwise provided in, and subject to, any Danish law.

12.2. Under no circumstance is the Company responsible to purchaser or a third party for any direct loss or consequential damages, including operations loss, loss of income, or other financial consequential damages.

12.3. The independent responsibility of the Company for any damage can never exceed 10,000,000.00 DKK.

13. Intellectual Property

13.1. All products are delivered in accordance with the Company's collaboration partners' trademarks and intellectual property rights. The Company cannot be held liable for any violation of those rights created by the purchaser.

14. Limitation on Liability

14.1. In the event the company is found to be liable to the purchaser, the Company's liability shall be limited to the full invoice price for the products and services subject to the claim. The Company's liability is limited to the direct loss and the Company shall under no circumstance be liable for any accidental, derivative, or other types of consequential damages, including, but not limited to downtime or loss of income. Likewise, the Company shall not be liable for lack of performance due to unforeseen circumstances or causes outside the Company's reasonable control, see paragraph 7 above.

15. Jurisdiction and Venue

- 15.1. Any dispute between the parties shall be subject to Danish law. It is expressly noted that the United Nations' Convention on Contracts for the International Sale of Goods (CISG) shall not apply to any transaction between the Company and the purchaser.
- 15.2. All litigation shall be conducted in the ordinary Danish courts, in the venue where the Company has its regular place of business.
- 15.3. However, the Company reserves the right to subject any dispute to Danish arbitration known as "voldgift".

General Terms of Consultant Assistance and Services

1. Applicability

- 1.1. Danoffice IT's (hereinafter the "Company") general terms for consultant assistance and services are a supplement and are incorporated in the "General Terms of Sale and Delivery" that apply to every agreement related to the delivery of consultant assistance and services by the Company.
- 1.2. These terms shall apply in the event and to the extent nothing else is specifically stated in the relevant written agreement.

2. The Company's Services

- 2.1. The Company will only perform the services outlined in the written agreement. Any and all services in addition thereto are considered extra services for which the company is entitled to require additional compensation.
- 2.2. The Company's Consultant Assistance and Services shall be performed during regular business hours which are weekdays from 8:00 am to 5:00 pm, unless otherwise agreed in writing.

3. Delivery and Delay of Services

- 3.1. At all times relevant and without cause, the Company is entitled to extend the agreed-upon time of delivery up to 10 days.
- 3.2. Should the extended delivery time as outline in paragraph 3.1 be passed, the purchaser is solely entitled to standard compensation of 0.5% of the portion of the agreed-upon purchase price which relates to the service subject to the delay for each week, the delay continues. The standard compensation may not exceed 5% of the portion of the agreed-upon purchase price which relates to the service subject to the delay.
- 3.3. The purchaser is entitled to cancel the agreement if the Company surpasses the extended delivery period, see paragraph 3.1, by more than 45 business days. In such an event, the purchaser's sole remedy shall be to receive a refund of payment made related to the delayed service and no other fees will be refunded including any fronted costs, education costs, or the like.
- 3.4. The purchaser is not entitled to make a claim for breach of contract due to delay.
- 3.5. In the event the delay is caused by the purchaser's environment or by circumstances for which the purchaser is responsible, the purchaser shall not be entitled to claim delay as a breach.

4. Claims and Defects

- 4.1. The purchaser is obligated to immediately conduct a control check and is obligated to immediately file a claim for any defect found. Any failure to file a claim shall result in the purchaser forfeiting any right to claiming relief for breach of contract.
- 4.2. In every respect, the Company's responsibility in the event of a defect is limited to re-delivery or remedy of the defect. In the event the Company becomes subject to any further responsibility, under no circumstances can the Company be held liability for the purchaser's consequential damages, including but not limited to loss of production, loss of sales, loss of profits, lost time, or loss of goodwill.
- 4.3. The Company shall not assume any responsibility for meeting the purchaser's expectations unless the Company has expressly, in writing, in advance, assumed such an obligation.

5. Purchaser's Participation

- 5.1. The purchaser shall make available the necessary facilities, materials, employees, information etc. free of charge.
- 5.2. The purchaser warrants that the Company will not be violating any rights of a third party by using the purchaser's IT.

6. Addendum

- 6.1. The Company's fee is calculated based on the time spent solving a task at the current rates in the price list, unless otherwise agreed in writing.
- 6.2. The Purchaser shall pay all costs incurred by the Company in relation to resolving the task, including transportation, bridge, and parking fees, unless otherwise agreed in writing.
- 6.3. The Company shall calculate the fee for Consultant Assistance based on time spent (time & materials). However, in the event of an onsite booking, a minimum fee of 4 or 8 hours shall be applied based on the agreed-upon booking. Time spent is calculated to include the last hour commenced.
- 6.4. Any work performed after regular business hours, see paragraph 2.2, is invoiced, and calculated at twice the regular rate from 5:00 pm -8:00 am as well as on the weekends and Danish national holidays.
- 6.5. Should the Purchaser request expedited Consultant Assistance, the Purchaser shall pay a rush fee pursuant to the Company's current price list (currently 10,000.00 DKK).
- 6.6. If the Purchaser has requested Consultant Assistance and cancels same providing less than 72 hours' notice to the Company, the Purchaser shall be invoiced a fee for late cancellation of the Consultant Assistance as outlined below:
 - 6.6.1. In the event of a cancellation offering 48-72 hours' notice, a fee of 50% of the scheduled Consultant Assistance is invoiced.
 - 6.6.2. In the event of a cancellation offering 24-48 hours' notice, a fee of 75% of the scheduled Consultant Assistance is invoiced.

- 6.6.3. In the event of a cancellation offering less than 24 hours' notice, a fee of 100% of the scheduled Consultant Assistance is invoiced.
- 6.7. Transportation to and from the Danish islands connected to the mainland by bridge is invoiced at a set price of 850.00 DKK per day unless otherwise agreed in writing.
- 6.8. All prices listed are exclusive of Danish VAT and other levies.
- 6.9. The Company reserves the right to adjust the agreed-upon prices at any time in accordance with the changes in the market value, see the included net price index created by Statistics Denmark.

7. Intellectual Property

- 7.1. Any intellectual property rights that may be created as part of the Company's performance of consultant assistance and services, including patents, design, trademarks, and trade-mark rights, shall be the sole property of the Company.
- 7.2. The purchaser shall receive a non-transferable, non-time-limited license, free of charge, to use all intellectual property created in relation to the performance of consultant services for the purposes that fall within the scope of the regular course of business for the purchaser as it is at the time the consultant assistance is performed or as separately agreed between the parties.

8. Terms of Payment

- 8.1. Fees, see paragraph 6.1, and costs, see paragraph 6.2, are invoiced in arrears every 14th day.
- 8.2. Payment shall be made in accordance with the Company's General Terms of Sales and Delivery.