

DanofficeIT

General Terms & Conditions

Danoffice IT Green

danofficeit.com

Danoffice IT Green A/S, CVRnr. 32 84 06 47

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1 Scope

- 1.1 These terms and conditions apply to all Danoffice IT Green's deliveries and services, both when Danoffice IT Green is to provide IT infrastructure, perform data erasure or purchase the Customer's used IT equipment.

2 Customer Agreements and Orders

- 2.1 A binding agreement has been entered into between Danoffice IT Green and a contracting party (the Customer) when one of the parties has received a written order confirmation or has otherwise received a confirmation of an agreement.

3 Subcontractors

- 3.1 Danoffice IT Green reserves the right to freely use subcontractors, business partners and external consultants.
- 3.2 To the extent that the Customer has received information about products or services prepared by subcontractors, Danoffice IT Green cannot be held liable for the information contained herein.

4 Third-party Deliveries

- 4.1 For third-party deliveries, there may be special conditions that must be observed. In the event of any discrepancy between the General Terms and Conditions of Danoffice IT Green and any terms and conditions for third-party deliveries, the terms and conditions for third-party deliveries take precedence over the provisions of these General Terms and Conditions of Danoffice IT Green in this respect. This applies, among other things, with regard to the limitation of the right of use, liability, cancellation, and price regulation.

5 Pricing and Payment

- 5.1 All prices are quoted in DKK excluding VAT, unless otherwise stated in the parties' agreement. Danoffice IT Green's deliveries are generally exclusive of transport costs to or from Danoffice IT Green's warehouse. The Customer pays the cost of the carrier, and any freight rates quoted are non-binding for Danoffice IT Green.
- 5.2 Deliveries are considered delivered when this is notified to the Customer. The delivery then remains for the Customer's account and risk at Danoffice IT Green.
- 5.3 Deliveries to be delivered to Danoffice IT Green are only considered delivered when receipt is confirmed by Danoffice IT Green.
- 5.4 If Danoffice IT Green incurs costs as a result of waiting time for unloading or loading, Danoffice IT Green may claim these costs from the Customer.
- 5.5 In addition, Danoffice IT Green will charge any additional costs incurred in connection with the services or deliveries, including costs for third-party software or taxes.
- 5.6 Danoffice IT Green reserves the right to adjust its prices and any hourly rates annually. Danoffice IT Green also reserves the right to make price adjustments as a result of taxes, or price changes from any subcontractors or business partners.
- 5.7 Payment for the service is due 7 days from the invoice date. In the event of late payment, Danoffice IT Green may, without notice, claim 2% interest per month and a reminder fee in accordance with the provisions of the Danish Interests Act.

6 Breach of Contract

- 6.1 Delivery is deemed to have taken place when Danoffice IT Green has made the delivery available to the Customer.
- 6.2 In the event that Danoffice IT Green is to receive a delivery, delivery is deemed to have taken place when the delivery is available in Danoffice IT Green's warehouse.
- 6.3 The Customer are obliged to check qualitatively and quantitatively whether the delivery fulfils the agreed immediately after the delivery has taken place.
- 6.4 The Customer is obliged to notify Danoffice IT Green of any discrepancies (complaint) immediately after the Customer has become aware of this. Any complaint must be in writing.
- 6.5 If the Customer does not notify Danoffice IT Green in writing as described, the Customer shall lose the right to remedies for breach of contract.
- 6.6 The Customer remedies for breach of contract due to defect may be asserted for a maximum of 12 months after delivery. The parties agree that section 54 of the Danish Sale of Goods Act is hereby waived.

- 6.7 Danoffice IT Green shall be entitled at any time to remedy the defect or make a replacement delivery free of charge after having received a written complaint.
- 6.8 In the event of significant defect that Danoffice IT Green chooses not to remedy by remedy or replacement delivery, Danoffice IT Green may instead choose to grant a proportionate discount.

7 Retention

- 7.1 Deliveries are sold subject to retention of title and are the property of Danoffice IT Green until the Customer has paid the full purchase price plus interest and costs as well as any expenses relating to the goods sold that may have been incurred by the supplier on behalf of the Customer.

8 Reimbursement

- 8.1 Danoffice IT Green is only obliged to compensate for losses that are a direct consequence of a documented material defect in a delivery or other documented material breach performed by Danoffice IT Green.
- 8.2 Danoffice IT Green's liability for damages shall only include the Customer's direct loss, whereas indirect loss and consequential damages, including but not limited to operating losses, increased operation expenses, lost savings, loss of goodwill, loss of profit, loss of wealth or expenses in connection with loss of data are not compensated.
- 8.3 Danoffice IT Green is not liable if a delay or defect in a delivery is due to circumstance for which Danoffice IT Green is not responsible. Furthermore, Danoffice IT Green is not liable in the event that the breach is due to delay or non-delivery by third party suppliers who are not subject to Danoffice IT Green's instructions.
- 8.4 Danoffice IT Green's total liability for damages may under no circumstances exceed an amount corresponding to the invoiced amount for the service in question, or however DKK 500.000,00 if the invoice for the service in question is higher than this amount.
- 8.5 With due observance of mandatory legislation, the above limitations also apply to product liability for Danoffice IT Green.

9 Force Majeure

- 9.1 Danoffice IT Green's obligation under the agreement are postponed by force majeure, which means circumstances beyond Danoffice IT Green's control, including but not limited to, war, riots, terrorism, insurrection, strikes, fire, natural disasters, currency restrictions, import or export restriction, interruption of general traffic, interruption of failure of energy supply, public data and communication systems, viruses, cyber terrorism, hacker attacks and the occurrence of force majeure at subcontractors and which the parties should not have taken into account at the conclusion of the agreement.
- 9.2 Circumstances at Danoffice IT Green's subcontractors that result in Danoffice IT Green not being able to fulfil its obligations to the Customer and which cannot be overcome without disproportionate costs for Danoffice IT Green, are also considered force majeure.

10 Confidentiality

- 10.1 Danoffice IT Green's employees observe unconditional confidentiality with regard to information concerning the Customer's circumstances and, to the extent necessary, impose similar obligations on subcontractors and others who assist Danoffice IT Green with the delivery or services.
- 10.2 The Customer is subject to similar obligations with regard to information about the services or deliveries, including information about the contractual conditions, subcontractors, prices or similar.

11 Personal Data

- 11.1 To the extent Danoffice IT Green is entrusted with the processing of personal data on behalf of the Customer, the Customer must inform Danoffice IT Green in writing, in which case Danoffice IT Green's standard data processing agreement will apply.

12 Choice of Law

- 12.1 The agreement is governed by Danish law.

13 Mediation

- 13.1 If the parties are unable to reach a solution by ordinary negotiation, the dispute shall be resolved by mediation by a mediator jointly appointed by the parties.
- 13.2 If the mediation is concluded without the dispute being settled, the dispute shall be finally settled by arbitration in accordance with the provisions in clause 12.

14 Disputes

- 14.1 Disputes shall be settled by arbitration in accordance with the "Rules for Arbitration at the Danish Institute of Arbitration".
- 14.2 The arbitral tribunal shall be appointed by the Danish Institute of Arbitration in accordance with the "Rules for Arbitration at the Danish Institute of Arbitration". When the dispute is to be decided by three arbitrators, the complainant may in his/her statement of claim make suggestions for his/her arbitrator. In its response, the respondent may propose its arbitrator.
- 14.3 The third arbitrator, who is the chairman of the arbitral tribunal, shall be proposed by the Danish Institute of Arbitration, unless the parties jointly propose a chairman before the expiry of the deadline for the respondent's reply.
- 14.4 The place of arbitration is in the municipality of Aarhus, where Danoffice IT Green is registered.