



# Terms & Conditions

## EN

**Version: 1.3**

**Date: 14/09/2023**



work smarter

**Table Of Content**

1.0 General terms and condistions ..... 2

    1.1 Application ..... 2

    1.2 Order and Confirmation ..... 2

    1.3 Prices and Payment Terms ..... 2

    1.4 Guarantee ..... 2

    1.5 Delivery ..... 2

    1.6 Retention of Title ..... 2

    1.7 Cancellation and Modification of Orders ..... 2

    1.8 Duty of Investigation and Compliant ..... 3

    1.9 Goods Defective ..... 3

    1.10 Responsibility ..... 3

    1.11 Product of Liability ..... 3

    1.12 Force Majeure ..... 3

    1.13 Settlement of Disputes ..... 3

2.0 Special Conditions for the Sale of License ..... 4

    2.1 Special Terms for Software ..... 4

3.0 Special conditions for Sale of Consulting Services ..... 4

    3.1 Fee ..... 4

    3.2 Consulting Service(s) ..... 4

    3.3 Payment Terms ..... 4

    3.4 Duration of the Service Agreement ..... 4

    3.5 Responsibility ..... 4

    3.6 Using Consultant Report ..... 4

4.0 Special conditions for the sale of service agreements/PLUS1 ..... 4

    4.1 Duration of service agreement ..... 4

    4.2 What days and times the service is performed ..... 5

    4.3 Specific dates for the performance of the service must be agreed ..... 5

    4.4 Points that are not automatically part of the service agreement ..... 5

    4.5 Duration of service agreement ..... 5

    4.6 Termination of the Service Agreement ..... 5



## 1.0 General terms and conditions

### 1.1 Application

These terms and conditions apply to all Customers who use one or more of the products or services that KJAER DATA ApS, CVR no. 30836030, Hollufgårds Alle 1, DK-5220 Odense SØ, offers within the categories: hardware, standard software, license agreements and IT consulting services as well as service agreements. The conditions apply without these being deviated from by express, written agreement.

The Customer's indication of special terms in offer material, order, etc. is not considered as a departure from the following terms without KJAER DATA having accepted these in writing.

### 1.2 Order and Confirmation

KJAER DATA's offer is only valid for eight days calculated from the day the offer is dated, unless otherwise agreed. After this deadline, the offer will automatically lapse. The offer may also lapse if a delivery is sold out.

KJAER DATA reserves the right to make changes to the delivery until the time of delivery, but KJAER DATA guarantees at least an equivalent service.

The Customer can only invoke the terms of these conditions, or in any individual agreement between the parties. Information provided by KJAER DATA orally, on the internet, in brochures and the like is therefore irrelevant to the assessment of the delivery.

An offer is only binding when it has been accepted in written by both customer and KJAER DATA.

Cancellation or modification of an order can only be done with KJAER DATA's written approval. Approval of cancellation or modification may be made conditional by KJAER DATA on the Customer replacing KJAER DATA's costs and losses in the event of cancellation or modification, however, a minimum of an amount equal to 15% of the agreed purchase price excluding VAT.

### 1.3 Prices and Payment Terms

Prices are stated in the offer.

Unless otherwise agreed in writing, the ex-stock price applies, excluding costs for freight, shipping, insurance, packaging, installation, VAT, and any state taxes. Changes in exchange rates, taxes, insurance, freight and purchasing costs mean that KJAER DATA can adjust prices.

For all deliveries of goods, KJAER DATA charges a minimum freight fee of DKK 75.00. For larger goods deliveries, freight is calculated by appointment.

The terms of payment are 8 days from the invoice date and net cash unless otherwise agreed in writing. This also applies to partial deliveries.

In case of late payment, interest is added at the rate of 2.0% per month commenced.

The Customer is not entitling to withhold any part of the purchase price as security for the fulfilment of any counterclaims relating to other deliveries, and such retention will be considered a material breach of the Agreement.

If the Customer does not pay KJAER DATA's receivable, KJAER DATA will send a reminder to the Customer, to which a reminder fee of DKK 100.00 per reminder is added. If, despite a reminder, the Customer does not pay within 10 days of sending this, KJAER DATA reserves the right to immediately and without further notice hand over the case to debt collection. Surrender to debt collection entails a fee of DKK 100.00.

Reservations are made for price changes, typing and printing errors.

### 1.4 Guarantee

KJAER DATA makes no guarantee that the products sold are error-free. KJAER DATA refers to any warranty from the manufacturer of the product. Any warranty and warranty period thus depends on the individual product type.

### 1.5 Delivery

Delivery takes place ex stock, and the delivery time is stated as estimated delivery time. KJAER DATA disclaims any liability to the Customer in case of late delivery. If KJAER DATA becomes aware that a subcontractor delay will occur or considers this likely, the Customer will immediately be notified with information about the expected new delivery time.

In the event of significant delay on the part of KJAER DATA, the Customer has the right to cancel the purchase. However, if continuous delivery has been agreed, the Customer is only entitled to withdraw as regards the delayed partial delivery.

The place of delivery is, in the absence of any other special indication in the accepted offer, KJAER DATA's address.

### 1.6 Retention of Title

KJAER DATA retains ownership of the goods sold, regardless of whether delivery has taken place, until the entire purchase price and any interest/fees have been paid. Upon any readmission, the Customer shall compensate for any loss and all costs that KJAER DATA may incur.

### 1.7 Cancellation and Modification of Orders

When both parties have accepted the offer, the Customer is not entitled to change or cancel the order. If the Customer chooses to cancel the order anyway, the Customer is obliged to replace KJAER DATA's lost profits.



### 1.8 Duty of Investigation and Compliant

The Customer must immediately upon delivery or receipt of the goods, and always before the goods are put into use, review the delivered goods to ensure that they are without defects. Upon detection of defects, the Customer must immediately notify KJAER DATA in writing. If the Customer fails to notify KJAER DATA, the Customer cannot later claim these defects against KJAER DATA.

### 1.9 Goods Defective

Goods that are defective must be returned in original and undamaged packaging and securely wrapped. If the original packaging is damaged, it is the responsibility of the Customer to ensure proper packaging and packaging. If the product is damaged because of defective packaging or packaging, the Customer loses his defect objection.

Before returning the item, the Customer must contact KJAER DATA to obtain a return number (RMA), which must be provided by the Customer when returning the item. KJAER DATA has the right to reject the returned item if the return number is not stated when returning the item.

Items that are defective upon receipt (DOA: Dead on Arrival) will be handled according to the manufacturer's guidelines.

Defects in a product because of natural wear, damage, inadequate operation, inadequate maintenance, accidental accident, or other conditions for which the Customer bears the responsibility or risk do not constitute a defect.

The Customer generally bears all costs for transport and shipment in connection with an item's return to KJAER DATA; however, this does not apply to goods that are defective.

If the Customer refuses to receive an order/shipment, the order will be credited if the product can be repurchased, with deduction of a minimum of 15%, but always a minimum of DKK 250.00. Procured goods are not taken back.

### 1.10 Responsibility

If the delivered goods are defective, it has been agreed that KJAER DATA is entitled to carry out replacement, so that the Customer cannot invoke other remedies for breach. If it is not possible for KJAER DATA to make replacement, KJAER DATA will return the purchase price to the Customer. KJAER DATA's liability for defects cannot exceed the Customer's total payment for the item.

KJAER DATA disclaims any liability for loss, both indirect and direct and damage due to defects in KJAER DATA's performance. KJAER DATA can under no circumstances be held liable for operating losses, lost profit, lost data, etc. or other indirect loss or damage. The same applies to damage to products manufactured by the Customer or products in which they are

included. In addition, KJAER DATA disclaims any liability for personal injury resulting from defects.

To the extent that KJAER DATA may be held liable to third parties, the Customer is obliged to indemnify KJAER DATA to the extent that such liability extends beyond the limits set out above. As the delivery time is estimated, cf. clause 1.5, KJAER DATA cannot be held liable for delivery after the estimated delivery time, nor the cost of this.

### 1.11 Product of Liability

KJAER DATA is responsible under the Product Safety Act. KJAER DATA has product liability towards the delivery's damage to persons and loss of breadwinner in accordance with the mandatory legislation in force at any time. In addition, KJAER DATA assumes no product liability.

KJAER DATA does not sell to consumers, which is why KJAER DATA is not liable for property damage of any kind, including operating losses, lost profit, lost data, etc. or other indirect loss or damage. KJAER DATA disclaims any liability arising from the Customer's legal relationship with third parties who are irrelevant to KJAER DATA. The Customer is also obliged to indemnify KJAER DATA to the same extent as KJAER DATA's liability is limited in accordance with this contractual basis.

### 1.12 Force Majeure

The following circumstances entail any exemption from liability when they occur after the conclusion of the contract and prevent its performance:

Labor disputes, strikes, lock-outs and any other circumstance beyond the control of the parties, such as fire, epidemic, war, unforeseen military calls of similar magnitude, acts of sabotage, seizure, currency restrictions, riots and disturbances, shortage of means of transport, general scarcity of goods, restrictions on means of driving, and deficiencies in deliveries from subcontractors, or delay in such deliveries due to any of the deliveries referred to in this point; circumstances.

The Party wishing to invoke any of the above circumstances shall notify the other Party as soon as possible of the event which has occurred and when it is expected to end.

Both parties are entitled, by written notice to the other, to terminate the agreement when its performance within a reasonable time becomes impossible due to any of the circumstances referred to in this clause.

### 1.13 Settlement of Disputes

Any disputes shall be settled in accordance with Danish law and by the ordinary courts.

Any dispute or dispute that may arise in connection with this contract shall be attempted to be resolved through negotiation. If the parties thus fail to find an amicable solution to the dispute,



each of the parties is entitled to bring the matter to the court of the place where KJAER DATA has its registered office.

**2.0 Special Conditions for the Sale of License**

**2.1 Special Terms for Software**

The Customer is licensed for the supplied software. The detailed content of this right follows from the special license conditions provided with the software to the Customer. The Customer undertakes to follow these license terms without reservation.

**3.0 Special conditions for Sale of Consulting Services**

**3.1 Fee**

KJAER DATA's fee for consultancy services is determined as an hourly fee based on time spent, unless an agreement has been concluded on a fixed fee for the services listed in the offer. The applicable hourly rate is stated in the quote or service agreement.

Expenses for travel, consumption, and accommodation for KJAER DATA or its employees are reimbursed by the Customer at cost price.

**3.2 Consulting Service(s)**

KJAER DATA undertakes to provide the consultancy service(s) specified in the offer or in the service agreement.

**3.3 Payment Terms**

Unless otherwise expressly agreed in writing, consulting services will be invoiced monthly in arrears.

If a fixed fee has been agreed, payment will be made in accordance with the payment schedule set out in the offer, which has been accepted or service agreement.

The Customer is not entran to withhold any part of the purchase price as security for the fulfilment of any counterclaims relating to other deliveries or consultancy services, and such retention will be considered a material breach of the Agreement.

**Obligations of the Customer**

It is a prerequisite for KJAER DATA's delivery:

That the Customer makes KJAER DATA acquainted with the information relevant for the assignment.

That the Customer helps to organize the work and allocate resources so that the consultancy can be provided as agreed.

The fact that the Customer, to the extent necessary for the solution of the task, gives KJAER DATA the necessary access to the Customer's existing facilities according to KJAER DATA's detailed instructions and that the Customer has taken safety

measures as far as possible in relation to existing soft and hardware, etc.

**3.4 Duration of the Service Agreement**

The agreement is, as a rule, irrevocable by both parties until the consultancy services specified in the service agreement have been performed unless otherwise specifically agreed between the parties.

**3.5 Responsibility**

The general rules of Danish law apply to the restrictions listed below:

KJAER DATA is solely responsible for ensuring that the consultancy service meets the specifications of the offer, that has been accepted.

KJAER DATA can in no way be held liable for matters that can be attributed to the Customer's failure to fulfill its obligations under this Agreement.

KJAER DATA cannot be held responsible for both indirect and direct losses and damage, including but not limited to operating losses, lost profit, loss of data, customer costs for third -party remedy or other third parties. The same applies to damage to products made by the Customer or products in which these are included. In addition, KJAER DATA disclaims any liability for personal injury because of deficiencies.

If KJAER DATA is sentenced to liability regardless of the above, KJAER DATA's liability is always limited to a maximum of an amount corresponding to the remuneration paid by the Customer according to the agreement from which the claim for damages originates, however a maximum of DKK 100,000.00

**3.6 Using Consultant Report**

If KJAER DATA, in connection with its consultancy services, prepares a report for the Customer, the content of the report may only be used by the persons or companies specified in the report, and solely for the specific purpose stated in the report. If the report is used in contravention of this, the Customer will be obliged to pay a fine of DKK 250,000.00 for each breach of this provision without KJAER DATA being required to document a loss.

**4.0 Special conditions for the sale of service agreements/PLUS1**

**4.1 Duration of service agreement**

The service agreement is active and the service is performed continuously according to the periods and time intervals described in the service agreement.



### 4.2 What days and times the service is performed

The number of hours and the service specified in the agreement are assessed on the basis that they are performed on weekdays, within normal working hours, which are:

1. Monday to Thursday between 08:00 to 16:00
2. Friday between 08:00 and 15:30

Service that is to be performed outside this period can be agreed individually and, in such cases, will be invoiced at double the hourly rate, unless otherwise stated in the service agreement.

### 4.3 Specific dates for the performance of the service must be agreed

KJAER DATA always makes sure to agree on dates for service execution with the customer so that the service can be performed in a timely manner within the mentioned time interval. The service is therefore only performed when KJAER DATA and the customer have agreed on a date. If KJAER DATA and the customer have not succeeded in finding a specific date for the execution of the service, the service in question will not be performed during the respective time interval. The deadline for agreeing on a date is no later than 30 days before the expiry of the respective time interval.

### 4.4 Points that are not automatically part of the service agreement

#### Debugging

Troubleshooting is not part of the service agreement and will always be settled according to time spent and in agreement with the customer.

#### Exceptional updates and more

There may be urgent recommendations from manufacturers that require extraordinary updates and the like. These will be submitted to the customer before any repairs are carried out, and these are therefore not part of the price stated in the service agreement. In this case, this will be settled according to time spent, if the customer wants the extraordinary service performed.

KJAER DATA does not take responsibility for 3rd party actors and other equipment that may be connected to the network covered by the agreement, unless otherwise stated in the service agreement.

### 4.5 Duration of service agreement

Please refer to the time periods described in the service agreement, which thus constitute the valid agreement period.

### 4.6 Termination of the Service Agreement

The service agreement can be terminated in writing with a notice of the current month + 3 months. If the service agreement is terminated during the agreement period, the residual value of the service agreement is calculated, and the customer is invoiced a severance fee equal to the notice period + 10% of the remaining value of the service agreement.



