

# Terms and conditions of sale and delivery

The standard terms and conditions of sale and delivery apply to all deliveries from Komplex it in the absence of any public framework agreements or other written agreements between the customer and Komplex it that are indisputably intended to waive these provisions.

## 1. Scope of the delivery

Under the present terms and conditions, the customer is to acquire managed services, operating services, hosting, hardware, software and consultancy services as stated in the offer.

## 2. Documentation and guidance

The delivery may be accompanied by product descriptions and user manuals for the hardware and software to the extent that such have been prepared. If the existence of such is a precondition for the customer, then the customer is to inform Komplex it of this no later than on placement of the order.

Komplex it vouches that standard equipment meets the requirements for CE labelling. Should the customer desire changes to the equipment that require new CE labelling, this shall be the customer's responsibility.

## 3. Delivery date

The delivery takes place ex works. In the absence of any agreement to the contrary, delivery will be considered to have taken place when the hardware and/or software have been delivered from Komplex it's warehouse or Komplex it's subcontractor's warehouse to the delivery address provided by the customer. Komplex it shall accept no liability for installation, implementation, etc. unless otherwise agreed.

In the event that, by arrangement with the customer, Komplex it is to perform installation of the products, the delivery date will be the day on which the products are physically transferred to the customer at the agreed delivery venue.

The customer shall be entitled to terminate the agreement having previously given Komplex it reasonable warning about delivery of the hardware/software in question, if the agreed delivery date is exceeded by more than 20 working days and if this can be ascribed to Komplex it or conditions within Komplex it's control.

## 4. Risk for the products

The risk for the products shall be transferred to the customer on the date of delivery.

## 5. Rectification and termination

Komplex it is obliged, in accordance with the terms and conditions presented below and with the speed demanded by the situation, to rectify, at its own expense, any faults or

defects in the products which consist of said products failing to live up to the specifications agreed in the product description.

Komplex it's liability does not extend to:

1. Faults or defects that have arisen as a result of the customer's use of the products in connection with other accessories that indirectly affect the function of the products.
2. Faults or defects resulting from changes to or operations performed on the products that have not been carried out in accordance with Komplex it's instructions.
3. Faults or defects resulting from the customer's lack of training or use of the products in any way other than that laid down in the documentation supplied, or attributable to negligence on the part of the customer, the customer's staff or a third Party, or to circumstances beyond the control of Komplex it (force majeure).
4. Normal operational maintenance such as adjustment, normal wear and tear, or if procurement of accessories is required.
5. Software errors in products from a subcontractor that are not covered by the subcontractor's warranty provisions. Should the customer wish to claim faults or defects with regard to a subcontractor's product, the customer must notify Komplex it of this. Komplex it will then forward the description of the fault or defect to the subcontractor.
6. Limitations on the functionality or development of the system caused by the customer installing software, etc. that affects the hardware and/or software delivered by Komplex it.

In order to be able to claim that the products are affected by faults or defects, the customer is to report any faults or defects to Komplex it immediately upon discovering such. The customer is to state – and, on demand, demonstrate – how the fault or defect manifests itself.

Komplex it is solely responsible for faults or defects identified within one year from the date of delivery. However, the warranty period for hardware and software supplied by a subcontractor will always accord with the warranty period from the subcontractor in question.

If the product is difficult to move, rectification of any faults or defects shall be performed at the customer's premises. For such rectification, the part(s) involved are to be placed at Komplex it's disposal for the necessary period of time. The appropriate measures will be carried out within Komplex it's normal working hours. On request, representatives from the customer are to be available while Komplex it performs the necessary work.

In other cases, rectification of faults and defects is to be carried out at one of Komplex it's locations or one of its recommended service workshops in Denmark. In such situations, the customer shall be responsible for the associated transport and costs, and likewise bears the risk for the products. If the customer has reported a fault or defect, and it transpires that

there are no faults or defects attributable to Komplex it, the customer shall be required to cover any and all expenses Komplex it may have incurred in this context. The sum payable shall be established on the basis of Komplex it's documentable costs for the case.

The customer shall only be entitled to terminate the agreement concerning purchase of the hardware/software in question if Komplex it has failed to rectify the fault or defect or to complete replacement delivery after Komplex it has received written instruction to do so and at least 20 working days have elapsed.

## 6. Liability

The Parties are liable according to the common rules of Danish law.

However, Komplex it can never be made liable for consequential loss or indirect damages.

Komplex it's liability is under all circumstances limited to an amount that corresponds to the actual amount paid by the customer within 12 months before the tortious act or omission with regard to the relevant agreement.

In case the tortious act or omission is a result of the Suppliers willful conduct or gross negligence, the above-mentioned limitation to the liability shall not apply.

Komplex it is liable for products in compliance with the at all times applicable legislation and regulations on the area but does not assume liability to a greater degree than what follows by law. Every non-statutory product liability developed pursuant to Danish case-law on liability is therefore explicitly renounced.

## 7. Price and payment

Komplex it is entitled to invoice payment for hardware and software once delivery has been made. Unless otherwise agreed, consulting services are invoiced according to the time and material elapsed when delivery has taken place or at the end of each calendar month. When providing consulting services outside Komplex it's normal working hours, the hourly rate x 2 is settled.

Invoices are considered to have fallen due for payment as stated in the customer's terms of payment with Komplex it. In the event of late payment, Komplex it is entitled to charge penalty interest as from the original due date at the rate laid down in the Danish Interest Act (renteloven) at any time. Komplex it shall not be required to issue a separate demand for interest to obtain this entitlement.

Insofar as the due date may have passed, a reminder been issued and ten additional working days passed without payment having been made, Komplex it may, if necessary, withhold any further deliveries or parts thereof, or through written notification to the client terminate the agreement fully or in part.

The prices of our managed services, operating services, hourly rates and hosting will be index-adjusted once a year.

All prices are stated exclusive of VAT and other public sector duties to which the purchase may be subject.

## 8. Reservation of title

The items sold (including accessories) where the customer acquires the right of property are sold with reservation of title and shall remain the property of Komplex it until such time as the customer has paid the full purchase price with the addition of any interest and costs, and covered any expenses concerning the items sold that may have been paid by Komplex it on behalf of the customer.

Until such time as the right of property has passed to the customer, the customer undertakes to take appropriate care of the items sold, including storing and maintaining the items sold as laid down in the relevant instructions, and otherwise not to make changes of any kind to the machines without the written consent of Komplex it. The customer undertakes not to remove, mortgage, lease, loan or otherwise dispose of the items sold without the consent of Komplex it until such time as the right of property has passed to the customer.

## 9. Special terms and conditions for consulting services

Komplex IT is entitled to replace any consultant with 5 working days' notice. Komplex IT is also entitled to replace consultants without notice if the consultant resigns or is otherwise legally due. If the customer demonstrates a factual reason, the customer may, with reasonable notice, demand that a consultant be replaced. Replacing a consultant must not incur additional costs for the customer.

The consultants are entirely subject to the client's instructional authority.

The working hours are calculated according to the consultant's time registration.

If an agreement has been reached that the consultant has been booked for a certain number of hours or days, this can only be reduced with 10 days' prior notice.

## 10. Special terms and conditions for software products

The customer is obliged to respect the license terms of Komplex it and any subcontractors in effect at any time, as well as said Parties' right of property or copyright to the software. The customer otherwise agrees to abide by the provisions of Danish law applicable at any time with regard to the use of software that is protected by copyright and/or right of property.

## 11. Confidentiality

Komplex it is to instruct its staff that information concerning the project and the customer's business transferred from the customer to Komplex it in connection with the project is

clearly designated 'confidential', and that information that must clearly be considered confidential is to be treated with at least the same care and discretion as Komplex it's own confidential information.

This confidentiality obligation does not, however, apply to information that is or becomes generally available, or which is already in Komplex it's possession without corresponding confidentiality obligation, which has been lawfully obtained from a third Party, or which refers to general ideas, concepts, know-how or technology concerning data processing.

The customer understands and accepts that from time to time Komplex it's staff may be employed on other, similar assignments.

## 12. Working hours

In the absence of any agreement to the contrary, normal working hours shall be taken to mean Monday through Friday from 08.30 until 16.30, not including Weekends and public holidays, Danish Constitution Day (grundlovsdag), Christmas Eve and New Year's Eve.

## 13. Rights

The customer shall acquire the same rights to developed or processed material, including source code, documentation, etc. as the customer held to the original material to the extent that this does not infringe upon the rights of any third Party.

If the development or processing concerns material, including source code, documentation, etc. to which Komplex it holds the rights, the customer cannot therefore – in the absence of any statement to the contrary in the offer – acquire better rights to the developed or processed material, including source code and documentation, etc. than the customer held to the original material.

The customer recognizes that the know-how and experience that the consultant obtains in connection with the project shall accrue to Komplex it. To the extent that previously developed software and documentation are included in the delivery, this shall take place in accordance with Komplex it's licences and list prices for same in effect at any time.

## 14. Transport

If consultancy assistance is performed on site, the customer shall be invoiced for the transportation in accordance with a zone-model, calculated by the distance between the customers address and the nearest Komplex it office. A travelling zone covers the costs of the transportation going to the office as well as going home from the office.

## 15. Limited Warranty and license agreements

All IBM deliveries are covered by IBM's Limited Warranty and License Agreements – further info: [http://www.ibm.com/systems/support/machine\\_warranties/](http://www.ibm.com/systems/support/machine_warranties/)

## 16. Force Majeure

A Party shall not be liable to the other Party due to default on the agreement, in any case where the liability can be attributed to circumstances which are out of the Party's control, provided that such Party could or should not have foreseen such circumstance (Force Majeure).

The exempt from liability in case of delay caused by force majeure, can be enforced only for a period of time that corresponds to the number of days the force majeure situation lasts. In case the Supplier postpones the time limit for delivery due to force majeure, the related payments shall similarly be postponed.

In case a Party is affected by force majeure for more than 90 (ninety) consecutive days, and that Party's lack of performing the agreement would have otherwise caused a fundamental non-performance, had there not been force majeure, the Party not affected by force majeure shall be entitled to terminate the agreement.

It is only possible to claim force majeure, if the Party who claims to be affected by force majeure has notified the other Party in writing without undue delay after the force majeure situation has arisen.

## 17. Applicable law and jurisdiction

The contractual relationship between the Parties are subject to Danish law.

Any dispute that arise out of or as a result of the agreement, shall be seeked settled by mediation in accordance with Danske IT-Advokaters (DITA) mediation procedure. The mediation is initiated by one Party sending a written claim on mediation to the other Party/Parties with a copy to DITA. The mediator shall be appointed by DITA. One Party is not justified to initiate litigation, before all the Parties have tried to resolve the dispute by mediation. Every Party is obligated to participate in the first meeting by mediation as a minimum. A Party does however have the rights to initiate legal proceedings if a postponement thereof can lead to loss of rights, for example due to limitation.

In case the Parties fail to settle the dispute by mediation, each Party shall have the right to initiate litigation at Komplex it's jurisdiction.

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