

# General terms and conditions for Logiware ApS

## 1. The basis for the Agreement

These general provisions apply to all tasks and deliveries requested from Logiware ApS (Logiware), unless the parties have, by written agreement, expressly acceded to the deviations stated at specified points.

## 2. Job description/implementation

This is formulated by the requisitioner in connection with the implementation of a task through cooperation with Logiware. The requisitioner must provide all relevant information necessary for the implementation of the task.

Logiware is only required to implement the task to the extent that this can be done by the best use of Logiware's knowledge.

If during the performance of the task, Logiware finds circumstances making the implementation of the task impossible, or that will significantly alter the expected result, Logiware will inform the requisitioner in order to decide whether to make changes to the task or stop the work, see section 6.

## 3. Confirmation of order

The requisitioner's order must be confirmed in writing by Logiware.

## 4. Price

Unless otherwise specifically stated, the prices offered will be valid for a period of 30 days from the date of the offer. Reservations concerning currency fluctuations are stated in the offer. Fixed prices will only apply provided the delivery date specified by the requisitioner is not later than 6 months from the date of the order, unless the parties have entered into a written renewal agreement.

Logiware reserves the right to change prices as a result of taxes, fees, contributions, etc.

Other commissioned tasks are performed when a separate agreement has been concluded according to currently applicable rates by Logiware. In addition, the requisitioner must pay Logiware's costs for the materials, equipment, etc. purchased or manufactured for the implementation of the task, plus the administration fee according to the currently applicable Logiware rules, to the extent that this has been agreed with the requisitioner.

If the requisitioner has received an estimated cost (estimate) for the performance of the task, Logiware must inform the requisitioner if it emerges that the estimated cost will be exceeded. On this basis, the requisitioner may decide whether to change the task or stop the work, see section 6.

All prices are based on work carried out during normal working hours, namely from Monday to Friday, 08:30 – 16:30. An allowance of 100% of the current hourly rates must be paid provided work outside normal working hours has been agreed.

The transport is only settled as kilometre allowance, according to the government rates calculated from Logiware's address in Hørsholm, Denmark. The costs for bridge, ferry, accommodation and other expenses will be invoiced according to the bill + 7%.

Transport time will be settled at 50% of the normal hourly rate.

## **5. Payment**

Unless otherwise agreed in writing, the requisitioner is required to pay all invoices within 14 days from the invoice date or if Logiware is responsible for the installation, the requisitioner must pay within 14 days after the installation date. In case of late payment, the requisitioner is responsible for paying interest at 1.5% per month, from the expiry of the mentioned credit time.

For tasks such as work on a cost reimbursement basis, Logiware will send a monthly invoice comprising the work performed, as well as payment of the purchased materials and equipment received by Logiware during the course of the month and to be paid by the requisitioner in accordance with the agreement with the requisitioner. The final invoice will be prepared immediately upon completion of the task.

## **6. Changes and cancellations**

The requisitioner is always entitled to change the contents of the task or to stop or postpone the work. The same applies for the supply of products.

If the requisitioner stops or postpones the work or supply of a product, the work already done will be due and payable according to the bill. At the same time, the requisitioner will be required to reimburse Logiware all costs related to the cancelled or postponed work incurred by Logiware regardless of the cancellation or postponement. This includes the cost related to project staff or the otherwise redundant workforce, settled according to the current applicable Logiware tariffs for the work on a cost reimbursement basis and the expenses related to special equipment or premises.

Provided the work or supply of a product is stopped or postponed, Logiware will not be responsible for any defects or errors in work already carried out or in delivery of the product. In addition, Logiware's name must not be used in connection with the use of such work or product.

Provided the requisitioner changes the task or the basis for this, section 6, paragraph 2 and 3, shall apply *mutatis mutandis*. The same applies to the supply of a product.

## **7. Reservation of ownership**

Logiware retains ownership of the delivered products and services until final payment has been made.

## **8. Delivery**

Delivery of results takes place in Denmark, through free delivery at the requisitioner's address, unless otherwise specifically indicated. The schedule will be prepared on the basis of an estimate.

If it appears that a timetable or deadline will be significantly disturbed or exceeded, Logiware must inform the requisitioner of this and the requisitioner will decide whether to change the task or stop the work.

## **9. Installation**

The installation procedure will be stated in the special annex, provided Logiware is to be responsible for the installation of the products supplied.

## **10. Documentation**

Logiware is not responsible for preparing the documentation for the services rendered unless otherwise agreed.

## **11. Approval**

Testing of equipment is carried out using test procedures or programs drawn up by Logiware. If Logiware is to perform the installation and testing of the equipment, this will be considered as delivered by Logiware and approved by the requisitioner only after Logiware has carried out the final test and provided that the result indicates that the equipment complies with the offered specifications and provided Logiware has been notified thereof.

If the requisitioner delays the installation by more than 30 days after delivery, the equipment will be considered approved on the 31<sup>st</sup> day after delivery, and the payment obligation will occur in accordance with section 5.

## **12. Conditions related to performance of the task**

Upon request from the requisitioner, Logiware must provide information on the progress of the work.

During the performance of the task, the requisitioner is responsible for answering questions relevant to the task.

Logiware is entitled to engage external expertise and equipment in performing the work. Upon such delegation, Logiware must impose the same confidentiality duty that applies to Logiware under these general conditions.

Unless otherwise agreed, materials, equipment, etc. purchased or manufactured by Logiware and to be used for the task will remain Logiware's property regardless of whether it is paid by the requisitioner or not.

Provided consultants need to be engaged for the Customer in relation to performance of the tasks, the Customer is entitled to place the necessary legitimate workplaces at the disposal of Logiware's consultants, equipped with IT communication facilities, etc. as agreed and free of charge.

## **13. Complaints and responsibility**

If the delivered products are faulty or missing, meaning that the delivered products do not meet the agreed specifications, the Customer is entitled to complain in accordance with the following,

provided the Customer invokes the error or defect.

### **Consulting services**

The Customer will be responsible for checking all deliveries or services submitted by Logiware, and to immediately report any defects to Logiware. Complaints must under all circumstances be received by Logiware no later than one month after delivery. In terms of software testing, the Customer is responsible for providing test specifications and test data.

Logiware will be required to begin remedying the defects within a reasonable time after receiving adequate complaint from the Customer. Provided the remedy is impossible due to the nature of the performance or provided Logiware estimates that the remedy is not possible within reasonable time and financial frameworks, Logiware will be entitled, based on the full and final settlement, to admit a proportional reduction in the price on the deficient performance or to withhold remuneration for the faulty performance if due to deficiencies this is useless to the Customer.

If defects are substantial, the Customer is entitled to annulment of the agreement.

### **Standard software**

The limitation period for hardware or standard software expires after 12 months, and the claim presupposes that the Customer has met its obligation to investigate according to Danish law. Complaints against Logiware must be made immediately after this investigation. Otherwise, the complaint will be rejected.

The remedy will occur within Logiware's normal working hours. Upon request, the Customer's representatives must be available for the work to be carried out by Logiware.

In the event of failure to remedy the error of Logiware's own products, the Customer will be entitled to a reduction or refund. In addition, the Customer is entitled to terminate the agreement if Logiware fails to remedy significant deficiencies within 20 working days after the faulty equipment or software is delivered for remedying to Logiware or to the designated service location, or after the agreed date of remedying with the Customer.

In case of significant errors or defects in parts of the delivery, the Customer will only be entitled to terminate the agreement in accordance with the preceding paragraph, as regards the error or defective parts, unless the error or defect is of such a nature that the applicability of the overall delivery is significantly reduced.

If the Customer has notified errors, and it turns out that Logiware is not responsible for these errors, the Customer must reimburse Logiware the expenses related to this situation. The compensation is determined according to Logiware's current price list for servicing etc.

## **14. Limitation of liability**

Logiware is only liable if it is proven that Logiware caused errors and omissions and only with the below mentioned limitations.

Logiware's work, reports, opinions and guides have been taken and received on the basis of the knowledge and technique that Logiware has at the time of implementing the work. Logiware will not be liable, provided that a later technical development may show that Logiware's knowledge and technology were faulty or incorrect.

Logiware expressly disclaims any liability for errors and defects and cannot be ordered to provide additional replacement or other remedies, damages or compensation of any kind, especially not for loss of earnings, indirect loss of profits or other consequential damage incurred by the Customer or third parties.

Provided Logiware's work is not concluded with a report or supply of a product, Logiware will not be liable, even though it is documented that there has been maladministration on the part of Logiware.

Logiware's responsibilities under the contract are always maximized to the remuneration received by Logiware from the requisitioner according to the contract.

Logiware's liability is also conditional upon the requisitioner complaining in writing, as soon as the requisitioner is or should have been aware of errors or defects in Logiware's work.

The requisitioner must indemnify and hold Logiware harmless provided Logiware is held responsible for third parties for a situation for which the liability is limited to the requisitioner in accordance with the above section 13.

## **15. Product liability**

Logiware product liability covers only the liability for goods produced by Logiware, including hardware and software intended for commercial use by the requisitioner or reseller. If the requisitioner may otherwise incur product liability for products produced based on Logiware's advice and assistance, or based on hardware and/or software developed by Logiware, the parties' relations will be regulated in accordance with clause 13 and statutory legislation in general.

Provided the products sold are intended for professional use and are primarily used by the injured party accordingly, and provided the products cause direct physical damage to person or property, and provided the damage was solely due to negligent act or omission by Logiware, Logiware will accept such responsibility if this is imposed by a court. Logiware will never be liable for loss of profits, loss of earnings or other indirect or consequential damages. Logiware's liability does not cover damage to the injurious object. Logiware's liability in case of damage to property or things, including products manufactured by the requisitioner, must correspond to the damage suffered, but must never exceed DKK 500,000.

For personal injury, Logiware shall be liable in accordance with the applicable Danish law on product liability.

If the goods sold are intended for professional use, and Logiware will, in connection with the requisitioner's use or resale of the delivered product, incur liability to third parties, the following shall apply in terms of the damage to the property: If the requisitioner has shown negligence, Logiware has recourse against the requisitioner, according to the degree of the fault shown by the requisitioner, and the requisitioner is, in any case and regardless of Logiware's possible negligence, liable to indemnify Logiware to the extent Logiware's liability to third parties reaches the limits and rules set out in section 14, paragraph 2.

For property damage, where the delivered products are intended for non-commercial use, as well as in case of personal injury where Logiware, in connection with the requisitioner's use or resale of the goods supplied, is held liable towards third parties, Logiware has recourse against the requisitioner to the extent the damage can be attributable to the requisitioner's negligence. If the damage is not attributable to the plaintiff's negligent conditions, Logiware will be liable in accordance with the applicable Danish law on product liability.

## **15. Intellectual property rights**

If Logiware develops the software or other protected material for the Customer, the Customer will only have one right of use, as agreed at the time of signing the agreement. In case of no agreement, the Customer will conclude one for the company for the necessary right of use at this time. The Customer's right must always be interpreted restrictively and requires the customer's payment of all amounts invoiced.

The Customer will have no rights to the source code or to obtain or apply it.

The Customer is not entitled to change or develop the delivery or make additional copies than allowed by applicable laws. The Customer is not entitled to break or change the security codes in the software. Moreover, the Customer may not change or remove entries on rights relative to the software. Exceptions are represented by copies for archival purposes for the requisitioner, replacement of defective copies or copies for software troubleshooting.

Logiware is entitled to further develop and resell the developed product to other customers and to use the acquired know-how.

## **17. Right of use**

As for the products to which Logiware alone gives the requisitioner the right of use (software, etc.), it has been agreed that the word "buy" or similar words or derivatives must be understood as "receive the right of use" and the word "buyer" or similar words or derivations, must be understood as "receiver of the right of use". The right of use of these products will remain with Logiware or subcontractors to Logiware.

The software, subject to licensing rules, is subject to Logiware's standard software terms.

## **18. Specifications**

Logiware reserves the right to make changes in the design and specifications of the products sold, provided that such changes do not substantially impair the requisitioner's possibilities to use the purchased product.

## **19. Use, disclosure and confidentiality**

Logiware is entitled during and after carrying out the tasks, to undertake a similar function for other requisitioners.

Provided an invention takes place in connection with the tasks and provided the business concept is not covered by the requisitioner's presentation, this invention will belong to Logiware, provided the requisitioner will, at no extra charge, be able to use the invention in such own production within the scope of the requested task.

Logiware is entitled to freely use and allow others to use and disseminate the general knowledge, practical experience and general results gained from working with a task.

Logiware shows special discretion with regard to coverage of tasks and agreements entered into and their contents.

Logiware may not publish or otherwise make others able to use the information relating to the

requisitioner's special conditions granted to Logiware by the requisitioner in connection with the task with an explicit statement of duty of confidentiality for Logiware; such duty of confidentiality does not cover conditions such as are commonly known or that are already known by Logiware.

## **20. Resale and re-export**

The special restrictions on resale and re-export will often apply for sale objects produced or supplied by Logiware. The requisitioner is therefore obligated to obtain the necessary permits from the relevant authorities in order to resell or re-export and ensure that the current provisions are complied with. This is particularly true in relation to US re-export regulations and Danish export regulations.

The requisitioner is also committed - upon resale, export and re-export - to impose upon the buyer the same obligations.

## **21. Requisitioner's provisions**

Upon use or resale of the delivered products, the requisitioner is obligated to use/market this product in a proper way and as far as possible, to take the necessary measures to ensure against the requisitioner's and Logiware's product liability. The requisitioner is therefore obliged to duly instruct any contracting party if the properties of the delivered products cannot be assumed as being familiar and otherwise provide packaging, manuals, etc. with appropriate descriptions and warnings. The requisitioner is also obliged, wherever possible, to ensure that a similar approach is felt in downstream products.

## **22. Disputes**

Disputes will be settled according to Danish law.

The parties agree to appoint the Maritime and Commercial Court in Copenhagen as jurisdiction.