

# Standard terms of sale and delivery 2017

(Valid as from 1 January 2017)

The following standard terms of sale and delivery apply to all deliveries from Access Nordic ApS ("Access Nordic") between the Customer and Access Nordic.

<b>1. Definitions</b>	The Agreement is a written agreement regulating the relationship between Access Nordic and the Customer. The Agreement includes an overview of delivered equipment and Locations. The Agreement may also include a service agreement in which Access Nordic assumes the duty of maintaining the Customer's equipment as an ongoing service. The degree of maintenance is regulated by the Agreement.
Customer	Legal or physical person who purchases or agrees to purchase Products and/or Services from Access Nordic.
Location	Delivery address and/or address for location of equipment while it is in operation. Locations that are covered by an ongoing service are regulated by the Agreement.
Product	An individual product (including Software) that the Customer purchases or agrees to purchase from Access Nordic.
Service	An ongoing service regulated by an Agreement (service agreement) that the customer purchases or agrees to purchase from Access Nordic.
Software	Operating systems, middleware/adaptation programs, applications or other software that is issued or provided with a license from Access Nordic or a third party.

## 2. Application

The following terms and conditions apply to all Agreements on the Customer's purchase of Products and/or Services from Access Nordic. In case of discrepancies between the Agreement and these terms and conditions, the Agreement shall take precedence.

If no Agreement exists, the delivery of Products and/or Services shall be solely regulated by these terms and conditions.

## 3. Price and payment

3.1 Prices -general All prices are listed exclusive of VAT and do not include government fees or shipping and handling fees.

If the price of hardware/software or ongoing services is based on deliveries from foreign manufacturers/suppliers, Access Nordic may regulate the price charged to the Customer if the currency exchange rate on the date of invoice changes more than +/-2% in relation to the exchange rate of the day of the price quote or the order.

3.2 Ongoing services The fee for operation and services shall increase each year on 1 January by 4% of the prior applicable fee.

Should Access Nordic' suppliers' prices change, Access Nordic reserves the right to regulate Customer fees to the same degree. Such regulation of fees shall take effect from the time at which Access Nordic' suppliers' price changes take effect in relation to Access Nordic.

3.3 Payment Hardware, software, technical assistance, installation and other one time services must be paid in full in cash no later than 14 days after the date of invoice, unless otherwise agreed in writing.

Invoicing may be performed after handover of the delivery to the Customer. However, all agreements on ongoing services shall be invoiced in advance for 1 year at a time and must be paid no later than 30 days after the date of invoice.

In case of payment after the due payment date, a reminder fee of DKK 250 exclusive of VAT shall be charged per reminder or statement, plus 1% interest per month or portion thereof from the date of invoice until payment is made.

## 4. The Customer's duties

The customer must provide Access Nordic with correct and complete information regarding specific needs, industry-related issues and the intended application of Products and Services.

Access Nordic guarantees that the deliveries comply with general legislation, but the Customer is personally responsible for compliance with applicable legislation and regulatory requirements, including ensuring that the intended application of Access Nordic' delivery is legal and fulfills the Customer's requirements of the delivery, and the Customer must inform Access Nordic of such matters to the necessary and relevant degree.

The Customer must secure all permits and approvals from third parties

that are necessary for Access Nordic to fulfill its duties and that are necessary to ensure that the Customer's use of the deliveries is legal.

## 5. Delivery

Delivery times are provided as approximate and non-binding estimates unless otherwise explicitly stated.

In addition, Access Nordic is entitled to postpone the approximate delivery time if such postponement is necessary due to matters over which Access Nordic does not have control, cf. also section 16.

In case of delay or postponement due to the Customer or matters for which the Customer holds responsibility or risk, Access Nordic is entitled to payment for any additional work in accordance with Access Nordic' applicable hourly prices, as well as coverage of any extra expenses incurred by such delay or postponement.

The products shall be delivered to the Customer's address/addresses as indicated in the Agreement, or if no such Agreement exists, at the address agreed with the Customer, in exchange for the payment of a shipping and handling fee.

5.1 Delivery of hardware the following applies to the delivery of hardware:

- Access Nordic or Access Nordic' suppliers can not be held liable for damages or losses in connection with the delivered hardware, except for to the degree that this is a result of section 9.
- Delivery is seen as completed when the hardware is transferred to the Customer or its representative. When delivery is completed, the risk shall be transferred to the Customer cf. also section 10.1
- If the parties have agreed that Access Nordic or Access Nordic' suppliers must conduct ongoing maintenance of the delivered hardware, the conditions for such maintenance shall be determined in a separate service agreement (cf. also section 5.3)

5.2 Delivery of software The following applies to the delivery of software:

- In exchange for full payment, the Customer acquires a non-exclusive right of use of the Software (including associated documentation) covered by the delivery, as all property and intellectual rights, including copyrights and trademarks and other intellectual rights remain the property of the respective suppliers. Documentation is included only to the degree that it is included at no extra cost by the respective supplier.
- Software may only be used on the delivered equipment and Software may not be copied or modified, except for necessary backup copying.
- Transfer to third parties of the non-exclusive right of use of Software and documentation may only occur as part of a total transfer of equipment, Software and documentation. In addition to this, no other transfer of Software and documentation to third parties is permitted without the written consent of Access Nordic.
- The customer's right of use of the Software is otherwise subject to the applicable license conditions of the Software. In case of discrepancies between the provisions of this Agreement and the license conditions, the license conditions shall take precedence.
- If the respective suppliers provide guarantees for the Software, these shall be passed on to the Customer to the same degree that Access Nordic can invoke such guarantees in dealing with the suppliers. Access Nordic or Access Nordic' suppliers cannot otherwise be held liable for errors in the delivered Software.
- Delivery is seen as completed when the software is transferred to the Customer or its representative. When delivery is completed, the risk shall be transferred to the Customer.
- If the parties have agreed that Access Nordic or Access Nordic' suppliers must conduct ongoing maintenance of the delivered Software, the conditions for such maintenance shall be determined in a separate service agreement (cf. also section 5.3).

Information that is necessary for Access Nordic' fulfillment of its duties, including 5.3 Delivery of ongoing services The following applies to the delivery of ongoing services:

- The term of Agreements shall be 3 years, as from the commencement of the Agreement. The Agreement is then automatically renewed for a period of 3 years at a time, unless the Agreement has been terminated by one of the parties.
- The Agreement is irrevocable for the first 3 years. After this time, the Agreement can be terminated until 3 months before the expiration at the end of a 3 years period. The notice of termination shall be received by the other party no later than 12pm on last day notice may be provided, unless otherwise agreed in writing in the agreement.

## 6. Ownership conditions

Access Nordic reserves ownership of the sold Products until full payment of the sales price and complete fulfilment of other obligations stipulated by the purchasing agreement and other requirements regarding adaptation, installation, repairs or other measures regarding the sold Products, including expenses in connection with any refunds.

Until full payment has been provided, the Customer shall not be entitled to sell, pledge as a security, rent, loan, give away, deposit or in any other way dispose over the sold Products, equipment, etc.

## 7. Installation

If an agreement on installation and implementation has been reached, Access Nordic shall install the delivery within Access Nordic' normal operating hours, unless otherwise agreed in writing by the parties.

The Customer is responsible for establishing a valid backup prior to the commencement of installation. Access Nordic is not responsible for any losses that could have been avoided by conducting such a backup procedure.

The Customer pledges to provide Access Nordic with complete, safe and unobstructed access to the Customer's system, such that the installation work can be performed without obstruction. The Customer guarantees that all working environment requirements are fulfilled and, as necessary, the Customer shall provide without charge qualified personnel, machine time and a telephone for use by Access Nordic in connection with carrying out its work.

## 8. Right of return

Access Nordic grants in general no right of return.

## 9. Guarantee

Access Nordic grants a general 12 month guarantee on delivered equipment, with the limitations stipulated by section 10. However, the guarantee period cannot under any circumstances exceed Access Nordic' suppliers' guarantee periods for the applicable equipment. If Access Nordic' suppliers grant a guarantee on the equipment exceeding 12 months, the Customer may request a transfer of such guarantee.

Defective goods must be returned to the Supplier in Ballerup. Return deliveries shall be made at the risk and expense of the Customer.

## 10. Remedies for breach of contract

**10.1 Defects and shortcomings** The Customer is obliged to examine the sales items or service immediately upon delivery, maximum 5 working days after receipt and immediately submit claims to Access Nordic.

Subsequent claims cannot be made against Access Nordic in relation to shortcomings and defects that are discovered, or should have been discovered, in connection with such examination.

The customer's right to make claims regarding the delivery shall be void if the Customer has made corrections or changes in the delivered.

Access Nordic' responsibility for defects and shortcomings is limited to remedying. Access Nordic shall be free to choose the form of remedying as (i) repair, redelivery or additional delivery (ii) has instructed the customer a reasonable way to circumvent the defect or shortcoming.

If there are significant deficiencies and if the main part of the deficiencies are not remedied within a reasonable time, the Customer may set a final deadline. The deadline can not be shorter than 30 working days. The Customer can then cancel the Agreement by submitting written notice. The deadline for this can not be shorter than 21 working days. If repair is not made before expiry of this notice, the Customer may terminate the agreement in whole or in part.

Access Nordic is solely responsible for its own deliveries. Access Nordic is not responsible, nor does it grant any guarantee, for the Customer's or third parties' services, software, products, materials, tools and methods, even though these may be a part of the delivery, except for the guarantees that Access Nordic can pass on to the Customer.

For agreements that cover an ongoing service, special non-compliance remedies apply, as outlined in section 11.2.

**10.2 Breach of contract by the Customer** If the fee is not paid on time, or if the Customer otherwise fails to fulfil its duties in accordance with this Agreement, Access Nordic may terminate the agreement if the Customer has not remedied the situation no later than 8 days after a written demand for such remedy has been issued.

**10.3 Breach of contract by Access Nordic** If Access Nordic' circumstances result in a significant limitation of the Customer's full business operations over a period of 30 days, the Customer may, with written demand terminate the agreement, cf. the conditions in section 10.1

## 11. Services

The following conditions apply to service agreements:

### 11.1 The scope of the service

agreement Access Nordic maintains the Customer's equipment at the Customer's Location(s), as indicated in the Agreement. If the Customer performs expansions and/or changes in that covered by the Agreement or in Locations, this must be reported to Access Nordic.

Unless a separate agreement on payment for maintenance of such expansions and/or changes is entered into, the maintenance shall be invoiced according to time spent on the basis of Access Nordic' applicable hourly prices.

If the service agreement includes an uptime guarantee, such expansions and/or changes are just covered by Access Nordic' uptime guarantee before they are approved by Access Nordic.

**11.2 Inadequacies** A service is inadequate if the achieved result is not in accordance with the Customer's justified expectations.

If, in spite of repeated attempts, Access Nordic does not provide remedying of inadequacies and these can be considered significant, the Customer may terminate the Agreement with at least 3 weeks' written notice if the inadequacy has not been remedied before the expiration of this notice, cf. the Agreement section 11.

**11.3 Access Nordic' duties** Access Nordic pledges to maintain the knowledge and resources necessary to fulfil the Agreement.

All documentation and knowledge to which Access Nordic gains access shall be handled confidentially.

**11.4 Customers' duties** The Customer shall use the equipment covered by this Agreement in accordance with the manufacturer's recommendations and specifications.

In addition, the Customer may not provide third parties with access to perform work on the equipment. Access Nordic must at all times have access to equipment and computer capacity to the degree necessary to fulfil Access Nordic' duties. In addition, Access Nordic must be notified of a contact person who is familiar with the reported error.

Access Nordic assumes that equipment runs on 220 volts and the Customer is thus obliged to notify Access Nordic of any equipment that does not run on 220 volts.

If the Agreement includes an uptime guarantee, errors or delays caused by the Customer's non-fulfilment of its duties are not covered by this uptime guarantee.

To the degree that Access Nordic must perform extra work due to the Customer's non-fulfilment of its duties, such work will be invoiced in accordance with Access Nordic' applicable hourly prices.

**11.5 Notification of faults** In case of faults in the equipment covered by the Agreement, Access Nordic can be contacted by telephone on 70 265 365 during the service period stipulated by the Agreement.

Access Nordic is obliged to react to enquiries regarding faults within the reaction time stipulated in the Agreement. If no reaction time has been agreed, Access Nordic must react to enquiries regarding faults within 48 hours, during normal opening hours, which are Monday to Thursday 8.30-16.30 – Friday 8.30-15.30.

**11.6 The manufacturer's ceasing of support** Should the manufacturer of the equipment covered in this Agreement cease to offer support, fault remedying or delivery of replacement parts, Access Nordic will in case of faults offer replacement equipment in the form of equipment with functionality corresponding with that of the equipment to be replaced.

The replacement equipment will be provided for use by the customer for up to 10 working days after the fault report. Within the expiration of these 10 working days, the parties must enter into an agreement on whether the replacement equipment must be returned or if a rental agreement is to be entered into regarding the replacement equipment.

If the parties enter into a rental agreement, the rent shall constitute 5% per month of the new price of the replacement equipment and the Agreement shall otherwise continue to apply unchanged. If the parties agree that the replacement equipment is to be returned, the Agreement shall be regulated such that it no longer covers the equipment for which the manufacturer no longer offers support, fault remedying or delivery of replacement parts.

The Customer shall in all respects bear the risk for borrowed or rented equipment, apart from standard wear and aging.

**11.7 Uptime guarantee** A service agreement may include an uptime guarantee. However, the guarantee can only be granted if the Customer has entered into an operational agreement with Access Nordic.

Uptime shall be calculated as follows:

$$\frac{\text{available operational time}}{\text{agreed operational time}} \times 100\%$$

The available operational time is equal to the agreed operational time minus the non-available operational time. The non-available operational time is calculated from the time at which Access Nordic commences remedying of a fault until the time that the fault has been remedied, in accordance with the agreed SLA.

However, only faults and other matters covered by the uptime guarantee are included in the non-available operational time. In addition to that otherwise stipulated by the agreement, the uptime guarantee does not include waiting time caused to the Customer's circumstances.

The non-available time is weighted according to the proportional number of affected workplaces. The time is weighted such that central equipment constitutes 50% and de-centralised equipment constitutes 50%. For example, equipment at 5 de-centralised Locations are allocated 10% per Location.

Access Nordic guarantees at least 98% uptime as measured over a period of 90 days. The first period begins on the day where Access Nordic assumes responsibility for operation/maintenance of the Customer's equipment at the Customer's Locations. It is the Customer's responsibility to maintain a log of uptime.

If the uptime guarantee is not fulfilled, the Customer may submit a claim for payment of a fine of 5% of the equivalent of the monthly fee for each percentage point or fraction thereof that the uptime is below the guaranteed percentage. However, this fine may not exceed 50% of the equivalent of the monthly fee. This claim must be submitted in writing no later than 20 days after the expiration of the period in which the uptime guarantee was not fulfilled. No other claims may be made against Access Nordic than the claim for payment of a fine, unless Access Nordic has committed gross negligence.

## 12. Product liability

Access Nordic assumes product liability in accordance with the applicable legislative regulations, but does not assume product liability in accordance with the standard non-legislative regulations of Danish law, cf. also section 13 below.

## 13. Limitation of liability

Access Nordic' total liability/product liability may not exceed 100% of the purchase price (exclusive of VAT) for the delivery relating to such liability. In case of a service, the total liability may not exceed 100% of the average annual service fee for the applicable service, as measured over the past calendar year. Regardless of that which is otherwise stated, Access Nordic' total liability in relation to the total delivery cannot exceed DKK 5.000.000.

The Customer may only hold Access Nordic liable for reasonable and direct, documented losses that the Customer should not have avoided through its duty to limit losses. Access Nordic is not liable for indirect losses, loss of data, lost sales, lost profits, increase used of resources, damage to reputation, consequential damages, fines, lost or postponed sales, expenses for re-establishing data and similar.

Compensation claims that are not made within 12 months after the time of the liability causing event shall be seen as void.

Access Nordic is in no way responsible for the Customer's use of the services delivered by Access Nordic. The Customer is obliged to exempt Access Nordic for any claims made by third parties against Access Nordic arising from or related to Access Nordic' services or deliveries to the Customer and which are in excess of the above stated financial and scope-related limitations.

## 14. Duty of confidentiality

Each of the parties is obliged to handle all information about the other party and the Agreement confidential. This also applies after the termination of the Agreement. Access Nordic can use the Customer's name as a reference, subject to the customers' acceptance.

## 15. Subcontractors

Access Nordic is entitled to use subcontractors, including to allowing its rights and duties to be overseen and performed wholly or partially by subcontractors.

## 16. Auditing

If a need for auditing of Access Nordic Service and Operations Access Nordic participation will be invoiced on a time and material basis.

## 17 Force Majeure

If the fulfillment of, or entry into this Agreement is hindered or postponed as a result of, but not limited to, war and mobilisation, rebellion and unrest, natural catastrophes, labour strikes and lockouts, product shortages, faults or delays in deliveries from subcontractors, fire, insufficient transport options, import/export restrictions or other circumstances outside the control of Access Nordic, Access Nordic shall not be liable to the Customer. Circumstances with a subcontractor are considered as force majeure, if the subcontractor suffers from an obstacle included in 1. sentence, which Access Nordic should not have avoided or overcome.

In such cases, Access Nordic shall be entitled to annul the order wholly or partially or to deliver the order when the obstacle to fulfilment has ceased.

However, if the obstacle to fulfilment lasts for more than 60 days, the Customer shall be entitled to terminate the Agreement with 10 days' written notice, unless the obstacle to fulfilment has ceased before the culmination of the period of notice.

## 18. Applicable law and venue

In case of disputes between the parties, the parties must attempt to solve such disputes through negotiation. If it is not possible to reach agreement, each of the parties may bring the dispute before the Copenhagen Maritime and Commercial Court.

Access Nordic is also entitled to bring charges in the court in the district where the Customer's place of business is located or to bring the dispute to arbitration in accordance with the "Rules for handling cases at Det Danske Voldgiftsinstitut (Danish Arbitration)".

Danish law shall apply to disputes between the parties.

Regardless of this provision, debt collection may be carried out in the standard courts.