

Terms & Conditions

Valid from March 1st 2021

These terms apply when purchasing consulting services from IPES A/S as well as standard software and hardware products distributed by IPES A/S.

Introduction

These standard conditions apply to all offers, orders and sales of products and services, unless a written agreement has been signed between the parties.

These standard terms are divided into specific terms for:

- Standard software
- Hardware products
- Consulting services

Under "General", conditions that apply to all deliveries are stated.

Standard Software

Introduction

Licensees license terms appear from the delivery. After purchase CUSTOMER has accepted these license terms. If the license terms of the Licensee must be signed, the CUSTOMER is required to sign these. When discrepancies between the Licensees licenses terms and these standard terms for standard software, the Licensees licenses terms prevail.

Delivery

The software is delivered via download.

IPES A/S assumes no responsibility for delays resulting from the licensees conditions.

Complaints

IPES A/S assumes no responsibility for errors and omissions in the software. IPES A/S undertakes only to report any faults or defects in the software to the manufacturer.

Liability

Regarding product liability please refer to the Licensees provisions.

Intellectual Property Rights

Regarding intellectual property rights to the product, please refer to the Licensees licensing terms.

Hardware products

Introduction

The manufacturers terms and conditions apply to all hardware products delivered.

In the event of any inconsistency between the manufacturers terms and these standard terms and conditions for hardware products, the manufacturers terms of business take precedence.

Delivery

Expected delivery time is stated in the submitted offer. IPES A/S assumes no responsibility for delays arising from the manufacturers conditions.

The risk of the product is transferred upon delivery. Delivery takes place from supplier, unless otherwise agreed. It is the CUSTOMERs responsibility to insure the product from the time of delivery and until the agreed purchase price has been paid.

THE CUSTOMER pays all transport and/or shipping costs for delivery of the product to the CUSTOMERs address, including insurance.

Complaint

For defects, please refer to the warranties issued by the manufacturer for the delivered products.

Liability

For product liability, please refer to the manufacturers terms and conditions.

Intellectual property

For intellectual property rights, please refer to the manufacturers terms and conditions.

Consulting Services

Delivery

The delivery is described separately with delivery conditions and payment.

Delivery of results takes place in electronic form, e.g., via e-mail or an FTP-server.

Complaints

The CUSTOMER is obliged to approve design assignments and to test and approve programming assignments immediately after delivery has taken place.

Within 14 days after delivery, the CUSTOMER can have errors and omissions in the delivered programming corrected free of charge.

Errors reported to IPES A/S after the 14-day complaint period has expired are considered a new assignment and invoiced according to the time spent at the hourly rates applicable at any given time.

Tasks performed under project management or instruction authority by the CUSTOMER are not covered by the above complaint period.

For this type of task, the CUSTOMER must test and/ or approve the work performed at the end of the work. Any complaints must thus be made immediately after the end of the work and will be addressed at the CUSTOMERs expense.

Liability

IPES A/S is not responsible for costs and/or damages incurred while IPES A/S **consultants** work at the CUSTOMERs address.

Intellectual Property / Construction

All rights to the material prepared by IPES A/S belong to the CUSTOMER.

All documentation, files, etc. that arise in connection with the work are considered the CUSTOMERs property.

IPES A/S transfers to the CUSTOMER any right relating to all inventions that arise because of the work. The CUSTOMER must pay for the time elapsed according to the current price list.

Intellectual Property /Software

For software, the CUSTOMER acquires an indefinite right of use for the delivered software and the customer has the right to change, add and correct the delivered software.

IPES A/S retains any owners right to the delivered software, including patent, right of use, copyright and copyright to software, documentation, as well as the right to use and resell to other customers.

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CUSTOMERs transfer of software and documentation full or partial copying and/or publication thereof (except backup) is not permitted.

General

Working

Working hours is Monday to Friday 08:00 to 16:00 incl. breaks except vacation and bank holidays. In total limited to 37 hours per week.

Staffing

To complete any delivery IPES A/S can freely choose to use assistance from group companies and the companies pool of consultants, as IPES A/S warrants and guarantees for their work are on the same terms and conditions.

Ownership

IPES A/S retains ownership of the goods, as it is sold with retention of ownership until the full purchase price plus any interest and costs are paid as stated in the relevant legislation.

Prices and payment terms

For work beyond 8 hours per day additional 50% payment is added to the hourly rates. For work beyond 10 hours per day and work on holidays 100% payment is added to the hourly rates

When working at the CUSTOMERs premises the CUSTOMER covers transportation costs to/from the home address of the consultant calculated according to public rates/expense and expenditure by public rates/expense for meals and/or accommodation.

Travel time is invoiced at 50% of normal rate. Any payment must be made within 8 days after the invoice date, unless otherwise agreed. Currency conversion costs must be paid by the CUSTOMER.

In case of late - or non-payment, a reminder fee is added to the reminder together with interest as stated after Danish Interest law.

Unless otherwise agreed in writing, the agreed hourly rates can be changed with 30 days written notice. All prices are excl. VAT and other government charges which IPES A/S

is required to collect from CUSTOMER.

Delivery

Every order is carried out subject to reservation of strikes, lockouts or accident, as the intrusive manner causes stoppage of work, prevent, or delay the acquisition or delivery of the necessary material, software, know-how, assistance, etc.

IPES A/S is required as soon as possible to make the CUSTOMER aware of such circumstances, warning delays without delay.

CUSTOMER is required to minimize the possible economic consequences of an announced delay.

IPES A/S assumes no responsibility for delays resulting from CUSTOMER conditions. The delivery only includes goods and services stated in the offer and order confirmation.

Unless otherwise stated delivery time is always relative to the date of acceptance of the offer.

The stated delivery times are only approximate, in the absence of special agreements.

All incoming orders are processed in order of acceptance. IPES A/S is not obliged to replace losses due to delayed delivery.

Liability

IPES A/S is liable to Danish law, with the limitations mentioned below.

IPES A/S is not liable for indirect loss, including consequential loss, lost profits, loss of data, incorrect data, increase in man hours and other indirect losses and expenses and/or damages that occur while the supplied standard software or hardware products are in the customers possession.

IPES A/S liability is in all cases maximized to the total price of the wrongful delivery.

According to IPES A/S liability insurance, IPES A/S liability is subject to a time limitation of 5 years and an amount limitation of 2.5 million DKK. Equal to the limitations of liability in the general provision of technical

advice and assistance (ABR-89) section. 6.2.3.1, 6.2.4 and 6.2.6.1.

Confidentiality

Both CUSTOMER and IPES A/S must exercise full discretion and secrecy around any confidential information acquired orally or in writing regarding the other part in connection with our cooperation.

This obligation applies both to the cooperative relationship during and after it is finalized. A party is not entitled to disclose or use the other partys trade secrets and confidential information which he has knowledge.

Product Liability

IPES A/S product liability insurance for product deliveries is limited in § 36 of the "General Conditions NL92".

Breach

In the event of substantial breach of obligations by one of the parties, the other party is entitled to terminate the contract according to the following guidelines.

When substantial breach is established, the non-breach party shall send a registered letter to the counterpart including the facts underlying the violation stating that the agreement will be terminated if the defaulting party does not, within 8 days from the date of the letter, take steps to rectify the situation.

If the defaulting party does not take steps to bring the issues mentioned in the letter in order within the specified time limit, the other party is in writing entitled to terminate the contract without further notice.

JURISDICTION

This agreement is subject to Danish law. Any litigation will be brought before defendants jurisdiction.