

General Conditions of Sale and Delivery Conpleks Robotech ApS CVR.no. 37 51 31 21			
		7.3	All notifications regarding defective products shall be given to Conpleks in writing no later than 1 year after the products have been delivered. Notification after this point will not be enforceable.
1.0	General	8.0	Liability for defects and Limitation of liability
1.1	These general conditions of sale and delivery shall apply to all offers, orders or similar regarding counseling, consulting and development services as well as the sale of software, hardware and other products, unless otherwise agreed to in writing by the parties.	8.1	If the products prove to be defective and the defects are due to errors related to manufacturing or the materials used, Conpleks can, on its own discretion, choose to remedy the defects, replace the products or pay damages not exceeding the amount of the final invoice. Damages can never exceed a maximum of DKK 500,000.
1.2	This General Conditions of Sale and Delivery as well as the most recent versions of the Conpleks Robotechs' Software and Firmware Licensing Agreement (CI 16 025 en) and Warranty Terms and Conditions (CI 16 017 en) shall all apply for any such part of an agreement regarding the adaption and integration of Conpleks Robotech software and or hardware products into customer development projects, and will apply as an integral part of all offers, orders or similar, unless otherwise agreed to in writing by the parties.	8.2	Conpleks shall at no time be liable for further compensation for fines, operating losses, loss of profits or other direct, indirect or consequential damage or losses than what is stated above. Conpleks' liability for material damages shall on no occasion exceed DKK 500.000.
2.0	Offers and Orders	9.0	Product Liability
2.1	Offers, which have been given in writing, shall be binding for Conpleks for 14 calendar days from the date of the offer.	9.1	Conpleks will only accept liability for personal injury for the maximum amount allowed in accordance with the liability laws of Denmark.
2.2	When a written confirmation of an order has been received from Conpleks, the agreement will be binding for both parties and regulated in accordance with the terms and conditions therein, unless the buyer no later than 8 days after receipt addresses his reservations to Conpleks in writing.	9.2	Conpleks' liability for damages shall be limited to a maximum amount of DKK 500.000 pr. damage. Damages shall be defined as any damage or injury to things caused by the same defect, misconduct or neglect. However, the maximum liability of DKK 500,000 shall not apply in the event that damages are caused by Conpleks' show of intentional gross misconduct.
2.3	Promotional materials, descriptions, instruction manuals and price lists etc. are only intended as guidelines and are not binding.	9.3	Conpleks shall at no time under any circumstances be liable for fines, operating losses, loss of profits, loss of data or other indirect or consequential damages or losses.
3.0	Prices	9.4	Conpleks shall not be liable for damages or injuries if the damage or injury occurs due to non-compliance with guidelines and instructions supplied by Conpleks. Conpleks ensures that the product is suitable for the purpose for which, it is intended, and the customer shall bear responsibility for any damage or injury that occurs if the product is used by the customer for a purpose for which, it was not intended. Conpleks accepts no liability moreover for damage or injury occurring in connection with incorrect handling or storage on the part of the customer.
3.1	All prices are excluding all applicable taxes such as sales, use, VAT and any other public charges.	9.5	If liability is imposed upon Conpleks by a third party in connection with the customers' use of the products including resale, the customer shall be obliged to indemnify Conpleks to the extent to which any such liability exceeds the agreed maximum for Conpleks' liability in accordance with these general conditions of sale and delivery.
3.2	All prices are subject to change and can be affected by the following circumstances if they occur in the period between the submission of the order and the final billing: (i) currency fluctuations when prices are stated in or based on foreign currency, (ii) price increases from suppliers, and (iii) changes in freight rates.	9.6	In such case that a third party makes a claim against Conpleks or the customer, the parties are mutually obliged to inform each other of the nature of the claim made and allow charges to be brought against themselves at a court of law or arbitration tribunal handling the claim made for loss or damage caused by the product. The court or tribunal is in turn allowed to determine recourse between the parties.
4.0	Delivery and Delay	10.0	Consultant Services and Development Projects
4.1	Products are delivered Ex Works Conpleks (Incoterms 2010) and sent at the customer's own expense and risk.	10.1	The scope and time of services to be rendered and or development projects shall be as defined in the offer and order confirmation, respectively. These constitute the binding legal agreement between the parties.
4.2	If no specific form of transport has been agreed upon, products will be shipped by the form of transport, which Conpleks finds most appropriate at the time.	10.2	There is no guarantee or warranty on consulting services or development projects. Assignments are always carried out in a close dialog with the customer and adjusted as necessary. Conpleks accepts no liability for the customers expected outcomes of the services rendered or project and the achievement hereof unless it has been explicitly stated and agreed upon in the written agreement.
4.3	Delivery will be made on the date stated in the written confirmation.	10.3	Payment for consultancy services is billed ongoing in accordance with the hours spent on the project, including all travel and transportation time. All expenses, including travel and transportation expenses, will be billed accordingly and separately.
4.4	If delivery of the product is delayed, Conpleks can only be held liable for any direct losses that have been documented and then only for an amount not exceeding 25 % of the purchase price or for a maximum of DKK. 500.000.	10.4	Conpleks is not liable for any errors or mistakes made by external consultants, performing given subtasks, who are contracted by Conpleks in agreement with the customer.
5.0	Payment	11.0	Intellectual and other proprietary rights
5.1	Payment shall be made in Danish Kroner and no later than 8 days from the date of invoice. If the purchase price is not paid by the due date, default interest will be calculated from the date when payment was due at a rate which currently is 2 % pr. commenced month.	11.1	Upon the customer's acceptance of the end product and payment of all compensation due to Conpleks Robotech, Conpleks Robotech agrees to grant and assign to the customer its entire interest in the end product, including all intellectual and other proprietary rights except for those rights subject to section 11.5.
5.2	If Conpleks is unsure of the customer's financial capacity to pay the purchase price, Conpleks can, at its own discretion, demand cash payment upon delivery of the products or adequate collateral for payment in the form of an unconditional First Demand Guarantee from an accredited financial institution.	11.2	These rights notwithstanding, Conpleks Robotech shall be entitled to further develop and utilize any general knowledge and know-how, tools, techniques, ideas and other information that Conpleks Robotech has used, developed or acquired during product development with respect for the customers proprietary rights, confidential information or business and trade secrets.
5.3	If the total amount of the contract exceeds DKK 200.000, Conpleks has the right to require adequate collateral for payment of the full purchase price in the form of an unconditional First Demand Guarantee from an accredited financial institution.		
6.0	Retention of Title		
6.1	Title to the products shall remain vested in Conpleks and shall not pass to the customer until the purchase price has been paid in full and received by Conpleks.		
7.0	Defects and Complaints		
7.1	The delivered products shall be inspected immediately upon arrival to the customer.		
7.2	If on inspection it is discovered that some or all of the products are defective, and the customer wishes to invoke his rights and make a claim regarding the defective products, the customer shall immediately upon the discovery, without delay, notify Conpleks in writing of the nature of the defects. In the event of a delay in making a claim in connection with the stated provisions, the customer shall forfeit the right to maintain such a claim.		

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Document No.

CI 16 022 en

Document Date

2018-04-06

Revision

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Reference

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- 11.3 To the extent that Conpleks Robotech has knowledge of or possesses the proprietary rights, confidential information or business and trade secrets of a customer in connection with product or system development and or performance, Conpleks Robotech warrants to not use nor disclose this information in other commercial contexts.
- 11.4 Conpleks Robotech warrants that any proprietary rights, confidential information and business or trade secrets will not be used, disclosed or transferred to any third parties.
- 11.5 Intellectual and Other Proprietary Rights Regarding Adapted and Integrated Software and Hardware: When software and or hardware that has been developed by Conpleks Robotech is adapted for the individual customer and integrated into its end product, the customer will be granted an exclusive, non-transferable, unlimited lifetime license to use the Software and Hardware. The granted license to use notwithstanding, the customer is entitled to further develop its end product for use by the customer with respect for Conpleks Robotechs rights, cf. Section 1.2.
- 12.0 Intellectual Property**
- 12.1 Conpleks will not be liable for the infringement of any third parties intellectual property rights, and the customer shall not be permitted to claim any legal resource for any financial claim lodged against the customer in this connection. In case of infringement, Conpleks has the right to (i) remedy or replace the products as long as the product objectives and performance are not compromised, (ii) take back the product and reimburse the purchase price, less any deterioration, or (iii) secure the right for the customer to continue using the product as is. The customer is obliged to inform Conpleks of any such claim for infringement. If the claim potentially and to any extent can have legal repercussions for Conpleks, Conpleks is entitled to conduct legal proceedings on behalf of both Conpleks and the customer.
- 13.0 Registration and Processing of Data and Data Protection**
- 13.1 Information about the customer will be registered, stored and transferred strictly in accordance with applicable data protection laws. Customer information will only be collected, registered and processed to fulfill an order, commitment or obligation as stipulated in an agreement between the parties.
- 13.2 Conpleks Robotech does not use customer information for direct marketing purposes and will not transfer information on the customer to unauthorized third parties.
- 13.3 At the customer's request, Conpleks Robotech will disclose what information is registered as well as change or delete the customer information on request.
- 14.0 Treatment of Personally Sensitive Information on Behalf of the Customer**
- 14.1 The customer is responsible for ensuring that Conpleks is not given access to personal or sensitive data or to data which loss may cause damage to the customer, for example in the form of access to the customer's production environment or delivery of test data to Conpleks Robotech.
- 14.2 If access to such data is required by Conpleks Robotech, the customer is obliged to inform Conpleks of the nature of such data and to avoid loss thereof.
- 14.3 To the extent that Conpleks Robotech processes personal or sensitive data on behalf of the customer, Conpleks Robotech will do so solely on the instructions of the customer. Conpleks Robotech will take the necessary technical and organizational safeguards to ensure that information is not accidentally or illegally destroyed, forfeited or impaired, and to secure it from being transferred to any unauthorized persons, or being abused or otherwise treated in violation of applicable data protection laws.
- 14.4 Conpleks Robotech shall provide the customer with sufficient information to ensure that the said technical and organizational security measures have been taken.
- 14.5 Any personal or sensitive data will be deleted or transferred back to the customer upon the completion, transfer or termination of a project.
- 15.0 Data management and Data Controller**
- 15.1 For inquiries or questions regarding data protection, please contact our Data Manager and Controller, Tom Simonsen, at contact@conpleks.com.
- 16.0 Force Majeure**
- 16.1 Conpleks is exempted from any liability for the following events if they cause deliveries to be delayed or hinder performance as agreed; war, civil commotion, revolution, sabotage, requisition, piracy, natural disasters such as violent storms, cyclones, earthquakes, flooding, lightning strikes, epidemics and quarantine, boycotting, explosions, fire, destruction of machinery, factories or other installations through no fault of Conpleks; currency restrictions, lack of transport, or other similar circumstances beyond Conpleks control, or for which Conpleks could not reasonably foresee at the time of contracting, e.g. circumstances arising from Conpleks sub-suppliers.
- 17.0 Choice of Law and Venue**
- 17.1 All disputes shall be governed by the laws of Denmark excluding all conflict of laws principles and excluding the United Nations Convention on the International Sale of Goods (CISG).
- 17.2 Any disputes shall be settled in the District Court of Holstebro, Denmark or the Western High Court of Denmark, respectively.
- 17.3 Disputes can be settled by arbitration before the Danish Arbitration Tribunal in accordance with the applicable laws and regulations if Conpleks so chooses.