

Terms of delivery – EG A/S

1. Contract and changes to contracted services

These terms shall apply to the agreed deliveries ("the delivery") set out in the parties' agreement ("the agreement"). The delivery may consist of time-based services, equipment or software.

The conditions apply to the full delivery from the supplier, even if the supplier has commenced delivery prior to the establishment of a written contractual basis. The customer is only obliged to pay for deliveries made before entering into the agreement if the customer knew or should have realised that the supplier had commenced delivery, or if the customer subsequently accepts the delivery. Placement of orders or acceptance of items/services under this agreement equals acceptance of these terms of delivery.

If one of the parties wishes to amend the agreement and the parties are able to reach consensus as regards the terms of the amendment, the parties will execute an addendum to the agreement. An addendum to the agreement is not binding until confirmed by both parties in writing.

The customer authorises its current IT manager or other usual contact person to act on the customer's behalf in every respect and with binding effect on the customer in relation to the supplier, including placing orders under and amending or terminating the existing agreement.

If additional deliveries derived from or otherwise related to the delivery are made, the terms of delivery shall also apply to the execution of such additional deliveries unless otherwise agreed.

2. Contracted services

The delivery is specified in the agreement. The agreement is a complete description of the delivery and the requirements relating to it. The supplier reserves the right to make alterations to the product specifications up to the time of delivery. In such case, however, the supplier guarantees to deliver at least equivalent functionality and performance.

The customer can only claim the content of individual quotations and/or order confirmations as the basis of the delivery. Information provided by the supplier in brochures, price lists, advertisements, previous quotations, on the Internet or verbally is irrelevant to the assessment of the delivery.

If the customer has specific expectations or requirements regarding the delivery, the customer shall be responsible in all respects for these requirements being described in the agreement. The supplier's sole responsibility is to provide the delivery in accordance with the agreed specifications, in which connection the supplier is obliged to comply with the requirements regarding the quality of the services, cf. section 3.

Requirements regarding integration to existing products, set-up parameters, data formats, etc. must be stated in writing by the customer and included in the agreement. Otherwise, the delivery will be perceived as an isolated delivery. Delivery of hardware includes cables for connection to the fixed installations, but does not include printer cables and drop cables for networks.

3. The parties' obligations

Both parties are obliged to loyally fulfil the agreement and observe the terms included therein.

The supplier shall advise the customer to the extent that the customer requests advice in connection with the execution of tasks for which the customer is responsible. The supplier may refer the customer to a third party to the extent that the supplier does not have resources in the area relating to the customer's tasks.

The supplier shall make qualified resources available for the execution of the delivery. The supplier is at all times entitled to replace resources – including named resources – that are allocated to the agreement with other corresponding resources.

Deliveries must be made in accordance with good IT practice.

The customer agrees to contribute with the resources required in order for the supplier to fulfil the agreements entered into. The customer is at all times obliged to (a) cooperate with the supplier as necessary in connection with the execution of the delivery, (b) provide the supplier with qualified resources who have undergone appropriate training and are competent to make decisions regarding the execution of the agreement, (c) make every reasonable facility and resource available to the supplier, such as staff, premises with reasonable access, space, lighting and window conditions, work facilities (e.g. office supplies, PCs and PC software) and communication facilities, (d) secure the IT environment in and

with which the supplier's employees work so as to avoid the risk of loss or damage to the customer's IT systems, including loss of or damage to data, (e) ensure that sufficient backup is performed before the supplier's employees are given access to the customer's IT systems. Backup shall include all types of data and software, including data relating to ongoing projects or tasks in which the supplier is involved (unless expressly agreed in writing between the parties, the supplier performs no backup of such data, regardless of whether the data is generated by the supplier), (f) have the necessary licences in connection with the supplier's deliveries and (g) have appropriate and adequate security measures in place to prevent and minimise damage to the customer's IT systems, including protection against virus attacks.

The parties also agree to show the flexibility and spirit of cooperation that is required for an adequate execution of the delivery.

4. Price and terms of payment

Prices in quotations and order confirmations do not include VAT, carriage, installation and insurance unless otherwise stated. Changes in currency rates, charges, insurance, carriage and purchase costs allow the supplier to adjust its prices.

The supplier is entitled to invoice the customer when delivery has taken place or in accordance with the payment plan as agreed between the parties. However, the supplier is entitled to invoice the customer for time-based services on a weekly basis, notwithstanding that the duration of a task may exceed this period. Expenses are invoiced weekly.

The terms of payment are 14 days net.

Unless otherwise specified in the agreement, the supplier is entitled to invoice the customer for time-based services performed based on the actual time spent. In this connection, the supplier shall continuously prepare appropriate documentation of the extent of the time-based services provided in the form of time sheets or the like. If no hourly rates are specified in the agreement, the supplier's list prices at the time of agreement shall apply.

If a fixed price is agreed, that price does not allow for requests that all or parts of the agreed time-based services are performed outside normal working hours. Expenses etc. are not included in the fixed price either and must thus be reimbursed separately. A fixed price is based on the information and descriptions contained in the agreement, and insofar as the supplier subsequently becomes aware of circumstances that must be deemed to affect the supplier's assessment of the delivery and of which the supplier should not have been aware, the supplier may inform the customer of the implications of this information for the agreed price. If the customer requires the supplier to discontinue the work on this basis, the customer must immediately inform the supplier of this in writing. In this case, the customer pays only for the time-based services provided and for the equipment/software delivered to the customer up to such time as the supplier has received the customer's request to discontinue the delivery.

Insofar as an assignment is not set to be performed within a fixed period of time, an estimate may be determined. Such an estimate is based on the specifications contained in the agreement and on the supplier's knowledge of the delivery at the time of agreement and is not binding on the supplier. If an estimate is materially exceeded, the customer must be informed accordingly so that the parties can reach mutual agreement on the necessary consequential adjustments.

Unless the exceeding is attributable to the supplier's material breach of the agreement, the supplier shall not be liable for the results if the customer requests that the work be discontinued in the event that an estimate is exceeded. In this case, the customer shall pay the supplier for time-based services provided before the customer's request for the delivery to be discontinued and for any equipment/software delivered to the customer.

The supplier shall be entitled to reimbursement for any expenses incurred, including transportation, travel time, food and accommodation. The supplier shall be entitled to overtime pay. Overtime pay will be charged in accordance with the supplier's then-current general price lists.

If payment is delayed, the supplier shall be entitled to charge interest from the due date at the rate of 1.75 per cent per month. In addition, the supplier shall be entitled to charge a fee for each reminder, whether verbal or in writing, or if a debt is placed for collection. Such fees will be based on the supplier's fee policy as applicable from time to time. In the event of default in payment, the supplier is further eligible to suspend and withhold the delivery or parts thereof and/or to terminate the agreement in whole or in part by giving written notice to the customer. If the supplier terminates the agreement, the supplier shall be entitled to compensation.

The customer accepts that the supplier may offer payment via LeverandørService (direct debit service for businesses). If the customer prefers to continue to make manual payments, the supplier shall be entitled to charge a fee for each invoice based on the supplier's fee policy as applicable from time to time.

5. Documentation and instructions

The supplier shall prepare no documentation for time-based services and the results thereof unless this is agreed and specified in the agreement.

The delivery of equipment/standard software includes product descriptions and user manuals (in Danish or English) to the extent that such are prepared and supplied by the manufacturer.

6. Delivery and time of delivery

Any agreed delivery dates are specified in the agreement. If no time of delivery has been agreed, either party may, with reasonable written notice, demand execution of the agreement. Any agreed time of delivery is approximate. Part deliveries may be made.

Unless otherwise agreed, delivery is considered completed when equipment and/or standard software has been delivered from the supplier's warehouse (ex warehouse) or made available to the customer online, and the supplier assumes no responsibility for the installation, implementation, etc. unless otherwise specified in the agreement. The supplier may effect the transportation at the customer's request, expense and risk. In this case, delivery is considered completed when the supplier has handed over the equipment or software to the carrier.

If it has been agreed with the customer that the supplier shall carry out the installation of the equipment, the time of delivery is the day on which the products are physically handed over to the customer at the agreed place of delivery. For standard software, the time of delivery is when the standard software has been installed in the customer's IT environment.

In all circumstances, the risk of the equipment and the standard software passes to the customer at the time of delivery.

Time-based services are delivered on an ongoing basis as they are performed by the supplier. If programming is to be performed, delivery is considered completed when the supplier informs the customer that the specially developed software is ready for testing and/or the customer has received the specially developed software or by other means achieved access to it.

7. Delay and postponement

If either party realises that the performance of its obligations under the agreement will be delayed, the party shall notify the other party of this without undue delay. The parties are then obliged to loyally attempt to limit the delay and any negative effects of the delay as much as possible.

If the customer does not meet its obligations under the agreement, or if the supplier is in any other way prevented from performing its obligations due to circumstances attributable to the customer, the supplier shall be entitled to demand that fixed time limits for the performance of the delivery be postponed by the duration of the delay as well as a reasonable start-up period after the delay has ended.

Regardless of whether or not the supplier demands a postponement of fixed time limits, the supplier is entitled to claim reimbursement of additional costs incurred because the supplier's resources for the delivery could not be used optimally.

If a delay is caused mainly by circumstances attributable to the customer, agreed payments are due at the originally scheduled due dates, regardless of whether the tasks, phases, milestones, tests, etc. that were to trigger payment have not yet been performed.

Either party is entitled to postpone any time limit agreed between the parties at two working days' notice. Total right of postponement is 20 working days. The exercise of the right of postponement by either party does not constitute a delay by that party.

8. Special circumstances regarding software

If the agreement or the terms included with a software product delivered under the agreement stipulate that the use of the software is subject to additional conditions, e.g. licence terms, the customer shall familiarise itself with and respect such conditions. The conditions may be an integral part of the software. Conditions regarding rights of use and troubleshooting take precedence over these general terms of delivery.

The customer agrees to observe current Danish law regarding the regulations concerning the handling of software protected by the Danish Copyright Act.

Standard software

The customer obtains a limited, non-exclusive and non-transferable right to use the standard software within the customer's business and in accordance with the then-current licence conditions for the standard software.

Customised software

If the supplier is to develop software under the agreement, including preparing or providing related documentation, user manuals or similar, the supplier retains ownership and copyright of the software and any related material. As a consequence, the supplier may freely dispose of it and may also decide to implement such development work in the standard solutions for which the supplier also issues licences.

The customer is granted the right to use this software/documentation in accordance with the parties' agreement. Unless otherwise stated in the agreement, this is a time-unlimited, non-exclusive, non-transferable right to use the software in the legal entity that has acquired the right to it and for the number of users specified in the agreement. The right of use may be subject to a maintenance agreement being in force.

Software to be developed by the supplier must be developed and programmed according to the guidelines and specifications agreed between the parties. The supplier is solely responsible for ensuring that the software meets the specifications set out in the agreement, and the supplier assumes no responsibility for integration options etc. unless specified in the agreement. The supplier assumes no obligations regarding the maintenance of specially programmed software. Insofar as the customer requests documentation for the development, this must be specified separately in the agreement.

The customer is responsible, at its own expense, for conducting proper testing of the software in a test environment at the customer's premises that corresponds to the operating environment in which the result of the supplier's development is subsequently to be put into operation. This is to minimise any negative effects of errors in the delivery.

If the customer later decides to install new releases/versions of the standard software that the customised software is designed to work with, ensuring continued integration and functionality shall be the responsibility of the customer, and the supplier does not guarantee that the customised software will work with later releases and versions.

The supplier warrants that the software developed by the supplier does not infringe any third party rights, including patent rights or copyrights of any kind.

9. Special circumstances regarding time-based services

If the supplier is given access to the customer's IT systems in connection with the performance of time-based services, the customer shall ensure that the supplier is made aware in writing and before the work is started of any safety regulations or other guidelines that apply to the access to the customer's IT systems.

If the work is to be performed at the customer's location, the supplier expects the customer to make premises and working space available as necessary. The customer shall also obtain all necessary rights in connection with the supplier's employees' access to the customer's IT systems.

The supplier's consultants shall observe the usual duty of confidentiality about all information into which they gain insight in connection with the performance of the work. Stricter confidentiality must be specified in a separate agreement.

The supplier disclaims all liability for loss or damage arising in connection with the supplier's provision of consultants for tasks where the overall management of the performance of the task is handled by the customer or a third party.

10. Complaints and liability

If the equipment or software delivered is faulty or defective, meaning that it does not meet the agreed specifications in the agreement, and where these errors and defects are not merely insignificant deviations, the customer must complain according to the provisions below in order to give notice of such errors or defects.

Time-based services

The customer shall check the result of time-based services without undue delay and immediately report any defects to the supplier. In all circumstances, the complaint must reach the supplier not later than one month after delivery. As regards the testing of delivered software, the customer shall be required to provide test specifications and test data.

The supplier shall commence the remedying of defects within a reasonable time after receiving a full complaint from the customer. If remedy is impossible due to the nature of the service, or if the supplier deems that remedy is not possible within a reasonable time and financial frame, the supplier may instead, in full and final settlement, offer the customer a pro rata reduction in the price of the

defective time-based service or repay the consideration for the defective time-based service if the defects render it useless to the customer.

If the defects are significant, the customer may terminate the agreement prospectively and claim compensation subject to the limitations set out in these general conditions and any specific conditions attached to the software delivered.

Hardware and standard software

The absolute period of complaint for hardware and standard software expires 12 months after the time of delivery, and a complaint is based on the premise that the customer has fulfilled its duty of inspection in accordance with the general provisions of Danish law. Any complaint to the supplier must be made immediately following this inspection. Otherwise, the complaint will be rejected. The supplier decides whether defects will be remedied by repair or replacement of the faulty or defective unit.

If the supplier considers a move of the delivered unit to be difficult, remedy may be carried out at the customer's premises. In case of such a remedy, the affected units must be accessible to the supplier for the necessary period of time. Remedy is carried out during the supplier's normal working hours. If so requested, customer representatives must be available during the supplier's work.

In all other cases, remedy is carried out at the supplier's premises or at a service location in Denmark designated by the supplier. In this connection, the customer is responsible for the transportation to and from the supplier's premises or the designated service location at its own expense and risk.

If the supplier does not remedy a defect within a reasonable time (at least 20 working days), the customer may be entitled to a pro rata reduction in accordance with the general provisions of Danish law. In addition, the customer may terminate the agreement if the defect is significant and has not been remedied within 20 working days of the faulty equipment or software being made available to the supplier. In such cases, the customer may also claim compensation subject to the limitations set out in these general conditions and any specific conditions attached to the software delivered.

If significant defects affect only parts of the delivery, the customer can only terminate the agreement with regard to the faulty or defective parts unless the defect is of such a nature that it significantly reduces the usability of the total delivery. Section 13 regarding the supplier's limited liability for third party products shall also apply.

The delivery in general

If the customer reports a defect and it turns out that there is no defect, the customer shall reimburse the supplier in respect of any expenses incurred in this connection. Reimbursement is based on the supplier's current price list of performed services etc.

The above is a complete description of the supplier's liability in connection with faulty or defective deliveries, and the provision should be read in the context of the limitation of liability set out in these terms.

11. Retention of title

The delivery is sold **CONDITIONALLY** and remains the property of the supplier until the customer has paid the entire contractual amount including interest and expenses incurred as well as any expenses paid by the supplier on behalf of the customer in connection with the delivery.

12. Return of non-defective services

If the supplier agrees in writing to take back items, the acceptance will include an RMA number which must be stated on the return delivery. The supplier only accepts return of items insofar as this number is stated on the return delivery. The items must be unbroken, unharmed, complete and in the original packaging. The extent of the subsequent crediting of the items will depend on the resale value.

13. Limitation of liability

The efficiency of the software will vary depending on the customer's hardware platform, software interaction, the configuration of the software and other factors, and the supplier therefore takes no responsibility for this. The software is neither fault-tolerant nor without flaws, conflicts or interruptions, and the customer accepts that the software may contain minor defects and inconveniences that do not significantly affect the use of the software. The supplier does not guarantee that such circumstances will be remedied, and in any case, remedy is usually deferred to the release of a new version of the software.

The supplier's liabilities and obligations to undertake remedial action under this agreement do not include (a) errors occurring as a result of installation by someone other than the supplier or as a result of the customer's use of the products in conjunction with other accessories/software that directly or indirectly affect

the functionality of the products, (b) errors occurring as a result of alterations to or interference with the products not carried out in accordance with the supplier's written instructions, (c) errors occurring as a result of the customer's lack of training or as a result of the use of the products in any other way than that prescribed in the provided documentation or due to negligence on the part of the customer, its staff or any third party and (d) failure to meet requirements or requests for functionality not expressly and clearly described in the parties' agreement.

The supplier shall not be liable for defects in equipment or software not produced by the supplier and only sold by the supplier. The supplier only undertakes to convey customer complaints to the manufacturer of such equipment or software, and the customer's rights towards the manufacturer are subject to any manufacturer's guarantees or warranties attached to the products.

Under no circumstances can the supplier become liable to pay total compensation and/or be required to grant a pro rata reduction that exceeds the customer's total payment under the agreement. If these conditions apply to a framework agreement between the parties, the liability for compensation is limited to the consideration payable under the partial agreement in relation to which the breach occurred. This maximum applies as a total accumulated maximum for all matters relating to the agreement/partial agreement under the framework agreement which might entitle the customer to compensation and/or a pro rata reduction.

The supplier shall not be responsible for indirect losses, consequential damage, damage caused by computer viruses, operating losses, loss of data and costs related to its recovery, loss of profit and other commercial losses, whether caused by the supplier's negligence or not.

The supplier assumes product liability in accordance with current mandatory legislation on this subject. Beyond this, the supplier assumes no product liability.

14. Force majeure

Neither party shall be liable for breach of its obligations under this agreement if the breach is caused by circumstances which the parties could not have foreseen when entering into the agreement, including strikes and lockouts and other circumstances of force majeure as defined by Danish law.

15. Data protection

Customer information is stored and/or transferred in strict accordance with current legislation regarding data protection. The customer may inform the supplier that this information is not to be used for direct marketing purposes.

16. Special terms for e-commerce (webshop)

The customer is responsible for keeping the user name and password confidential, and the customer must immediately inform the supplier in case the password is lost or in case of abuse or attempted abuse of the customer's user name and password. The customer accepts full responsibility for the use of the customer's user name and password, and it is the customer's responsibility to have in place security measures and procedures to ensure that the customer's user name and password are only used by staff members with an authorisation to place orders on the website. The customer is also fully responsible for any use of the user name and password by any previous, present or future employee or third party to whom the customer has assigned the user name and password.

The customer is responsible for any changes to the group of approved users representing the customer. The supplier's webshop is also directed at other business owners. This means that the customer must enter its CVR number before an order can be placed.

17. Cancellation and rescheduling

If the customer is granted a right of cancellation or rescheduling of courses, consultancy tasks or similar under the agreement, cancellation or rescheduling can only be made in accordance with the agreed guidelines. The customer is expressly made aware that, depending on when the notification of cancellation or rescheduling is received, the customer will be charged fully or partially in accordance with the agreement originally entered into.

18. Disputes

This agreement is subject to Danish law, and any disputes shall be settled at the venue specified in the supplier's articles of association.