

# Terms & Conditions

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## 1. DEFICIENCIES AND COMPLAINTS

Upon delivery, the customer must immediately examine the sold goods as proper business use requires. If the customer wants to claim a deficiency, the customer must immediately notify CP and state what the deficiency consists of. If the customer has discovered or should have discovered the deficiency and no complaints were made as stated, the deficiency cannot be claimed later.

If a customer reports a deficiency to CP, CP will seek to resolve the problem as soon as possible within a reasonable amount of time. Error correction is free of charge unless the error or deficiency is due to circumstances beyond CP's control and/or responsibility. In that case, CP reserves the right to invoice for time spent in accordance with the rates applicable at any time.

Moreover, the complaint period specified in accordance with the Purchase Act applies, which is 2 years.

## 2. VIOLATION

If one of the parties significantly breaches its obligations under the agreement, each of the parties is entitled to terminate the agreement with immediate effect and claim its loss thereby and any outstanding damages must be compensated according to the general rules of Danish law, cf. 10.

The following conditions are considered material breaches:

- The customer's non-payment of overdue services.
- The customer's or CP's bankruptcy, suspension of payments, or if the customer's assets otherwise must prove to be such that it must be assumed that they will be unable to fulfil their obligations under the parties' agreement (anticipated violation).
- The customer's or CP's unlawful acts or omissions in using the products and services contained in the agreement.
- The customer's breach of other obligations incumbent on the customer in accordance with these terms.
- CP's non-delivery in relation to the agreement

## 3. LIABILITY

CP is liable for damages in accordance with the general rules of Danish law for damages as

a result of acts or omissions caused by CP or someone for whom CP is responsible for, with the following limitations:

CP is not liable for indirect losses, including loss, inconvenience, or damage as a result of interruption, disruption of the Internet, loss of information, etc., or deficiencies in the operation, which are due to negligent acts or omissions committed by CP or its employees. In other respects, CP is not liable for operating losses, loss of time, loss of profit or other indirect loss.

Furthermore, CP is not required to pay compensation if the non-performance is due to circumstances beyond CP's control, including, but not limited to, lightning, floods, fires, war, supplier failure, general shortages, strikes and lockouts, including among CP's own employees.

CP's liability may in no case exceed the payment that CP has received from the customer within the last 12 months.

#### **4. PRODUCT LIABILITY**

To the extent that nothing else follows from Danish law's mandatory rules on product liability, the following restrictions apply. CP is only liable for damages caused by an item delivered by CP to the extent that it can be proven that the damage is due to CP's fault or negligence.

#### **5. LIMITATION OF LIABILITY**

For damage to the customer's products, etc., arising as a result of the customer's use of non-approved and illegal products, CP is not liable for damages.

#### **6. SPECIFICALLY FOR PROGRAMMING TASKS**

If the customer makes program changes without CP's prior consent, CP's obligations in relation to the program in all respects, including resolving deficiencies and performing maintenance, lapse.

#### **7. CONFIDENTIALITY**

In connection with the provision of services and/or consulting services, CP may become privy to confidential information. As this information must not be released to third parties, CP guarantees the following with regard to confidentiality:

All information, but not limited to unpublished knowledge in the form of know-how, unpublished inventions, other special unpublished knowledge or information about e.g. the organisation, products, business, finances, objectives and strategy which, by their nature or after express opinion, in whatever form they are received (hereinafter "Confidential Information"), must be kept strictly confidential and may under no circumstances be passed on directly or indirectly to others or used for purposes other than solving the Project in question without the consent of the originating Party.

The above notwithstanding, oral information is only classified as Confidential Information if it is made known in connection with the submission of the information, and the submitting

party within 4 days thereafter confirms in writing to the receiving Party that the information in question shall be considered Confidential Information under this Agreement. Confidential Information must be stored in such a way that takes necessary and reasonable precautions to protect it from unauthorised access.

Any received Confidential Information in any form shall be returned to the Submitting Party at the request of the Submitting Party, or it shall be confirmed in writing by the Receiving Party that the information in question has been duly provided in another suitable manner. However, a Party is entitled to keep a copy of received written material in view of the need to be able to document the contents of received documents and to fulfil archiving obligations.

Generally speaking, all information that CP receives from the customer is confidential. Examples of this could be: information about partners, commercial matters as well as information and knowledge of these.

Obligations under this agreement also exist after the termination of the collaboration and cease at the time when it is no longer treated as confidential by the company.

## **8. CHOICE OF LAW AND JURISDICTION**

Any dispute between the parties arising from this agreement shall be settled in accordance with Danish law. The jurisdiction must be the Court in Aarhus.