
General Terms and Conditions - Webshop



1 Introduction

- 1.1 These general terms and conditions ("**General Terms and Conditions**") apply to AX VI itm8 Holding ApS, company number 42520292 and any affiliated company offering hardware and thirdparty software ("**Products**") on the itm8's online platforms for business customers ("**Webstore**").
- 1.2 Clause 2 contains the general provisions applicable to any purchase of Products on the Webstore. Special additional provisions for the distribution of licences for Third Party Software, including SaaS, are contained in clause 3.
- 1.3 The General Terms and Conditions always apply unless otherwise agreed in writing.
- 1.4 "**Agreement**" means any agreement, including an Order, regarding the delivery of Products and services, entered into between the customer named on the Order ("**Customer**") and the itm8.
- 1.5 Where these General Terms and Conditions refer to other terms in the form of links to these, such terms are an integral part of the General Terms and Conditions and have the same validity as the General Terms and Conditions.

2 General Provisions

2.1 Product Information

- 2.1.1 The Products presented on the itm8's websites ("**Webstore**") constitute the itm8's general product range.
- 2.1.2 If there are differences between terms, Product Information or prices stated on the itm8 Webstore and in other publications/releases, it is always the information contained in the itm8 Webstore that applies, as documentation etc. from the manufacturers of Products will always take precedence

2.2 Prices and Shipping

- 2.2.1 The current prices of Products can be found on the itm8 Webstore, which is updated in real time. Prices are quoted in DKK and are exclusive of VAT. To the extent where Products are subject to tax (including VAT, sales tax and any other taxes), such taxes shall be added to the price in accordance with applicable law and invoiced accordingly. If any new or adjusted sales taxes, general taxes, duties, contributions or similar duties and taxes are imposed by public authorities from the time of the Order to invoicing, prices must be adjusted with the net financial consequence for the itm8.
- 2.2.2 Additional costs will be added for shipping. The itm8 reserves the right to amend prices without prior notice. The prices stated on Webstore always apply unless otherwise agreed.
- 2.2.3 The itm8's prices for Products that are not standard stock items are based on the current exchange rates on the invoice date. Upon receipt of the order, a preliminary sales price is determined based on the current purchase price and the exchange rate at the time of the order. At the time of invoicing, the price may be adjusted according to the applicable purchase prices and the exchange rate on the invoice date as determined by the itm8.
- 2.2.4 Handling costs are added to all deliveries. For deliveries of standard stock items, handling costs are added as stated on Webstore. For special items and Orders for export, the total

handling costs are calculated when invoicing the Order, when it is clear what the weight of the item/product is, how bulky the shipment is or whether the shipment is delivered on pallets.

- 2.2.5 Uncollected items will be charged a fee. In addition to the direct handling costs, each shipment is subject to a fee of the total order amount to cover freight insurance. The fee is stated when ordering.

- 2.2.6 Set-off against any payments invoiced by the itm8 is not permitted.

2.3 Payment terms and security

- 2.3.1 Payment can be made using a giro form, a credit card or an invoice.
- 2.3.2 The itm8 may collect and/or request information on the Customer's credit rating. In addition, the itm8 may, upon reasonable suspicion of inability to pay or a specific payment default, require the Customer to either obtain and present, at its own expense, a credit rating from a recognised rating agency, or to provide prepayment or adequate security in the form of a bank guarantee from a recognised financial institution for an amount equal to the estimated payments for the Products and services as a condition for the (continued) delivery thereof.

- 2.3.3 Payment can also be made via partner financing upon request.

- 2.3.4 Invoices must be paid so that the invoice amount is available in the itm8' bank account no later than ten (10) days from the invoice date unless otherwise agreed in the specific Order. In the event of late payment, the itm8 reserves the right to charge default interest and payment of reminders and collection fees in accordance with applicable law.

- 2.3.5 The itm8 charges an invoicing fee per invoice if the Customer requests a paper invoice. In the event of an error in an invoice by the itm8, the Customer must notify the itm8 no later than the due date. If a complaint is not made in time, the error cannot be claimed against the itm8.

- 2.3.6 If there is reasonable doubt about the Customer's ability to pay, the itm8 is entitled to reduce the credit period, require payment in advance or require security for future deliveries.

2.4 Ownership reservation

- 2.4.1 The products are provided subject to retention of title. The itm8 retains full legal title to each unit notwithstanding the delivery to the Customer and possession and use of the unit by the Customer.

- 2.4.2 The Customer shall ensure that Products subject to retention of title can be uniquely identified and separated from the Customer's other units, and the itm8 shall be entitled to request documentation thereof and to carry out checks in this regard at the Customer's premises during normal working hours. The Customer shall not be entitled to remove any labels on a device attached by the itm8 regarding such retention of title.

- 2.4.3 The Customer cannot pass on, lease, sell, pledge or otherwise dispose of units covered by retention of title in relation to a third party.

- 2.4.4 The retention of title remains in force until the Customer has paid the total purchase price for the affected unit, including applicable interest, costs and expenses.
- 2.5 Payment and order confirmation**
- 2.5.1 By completing a transaction with the itm8, the Customer accepts these General Terms and Conditions. By accepting these General Terms and Conditions, the Customer undertakes to comply with them in their entirety.
- 2.5.2 When an order is placed, a receipt is sent via email. This acknowledgement of receipt constitutes information on the content of the Order. At the same time as the Order is dispatched from the itm8's warehouse, the Customer will receive an order confirmation by email. A binding agreement is entered into between the Customer and the itm8 when the order confirmation is sent to the Customer; however, the Order is binding on the Customer when the order has been placed.
- 2.6 Delivery**
- 2.6.1 Unless otherwise expressly agreed in an Agreement, Products shall be delivered DAP (Incoterms®) subject to the clarifications and deviations set out in this clause.
- 2.6.2 Delivery shall be deemed to have taken place when the Products have been made available to the Customer on the arriving means of transport at the agreed place of delivery, ready for unloading. Until the time of delivery, itm8 shall bear the risk of accidental loss or damage to the Products, as well as the costs of transport to the agreed place of delivery.
- 2.6.3 The risk in the Products passes to the Customer upon delivery. From the time of delivery, the Customer bears all risks and costs relating to the Products, including unloading, carrying, internal transport, storage, installation, onward transport and insurance.
- 2.6.4 The Customer must ensure, in good time, free and safe access to the delivery location and, to the extent necessary, suitable access routes, load-bearing capacity, readiness to receive the goods, necessary permits and other conditions that enable delivery and unloading by the Customer without delay.
- 2.6.5 If delivery cannot be carried out as agreed due to circumstances attributable to the Customer or the delivery location, including the inability to make Products available to the Customer ready for unloading, itm8 shall be entitled, at its discretion, to (i) wait at the Customer's expense and risk, (ii) deliver Products to the nearest suitable location, (iii) store, redirect or collect the Products at the Customer's expense and risk, or (iv) carry out a new delivery against payment of itm8's documented additional costs. In such cases, delivery and the transfer of risk shall be deemed to have taken place at the time when itm8 has made the Products available to the Customer at the agreed delivery location, ready for collection, or, if this is not possible, at the nearest suitable location, or has attempted in vain to do so.
- 2.6.6 For deliveries involving export, transit or import, itm8 shall handle export formalities and any transit formalities, whilst the Customer shall handle import formalities and bear the cost of customs duties, import VAT, taxes and other public charges and taxes in the country of destination.
- 2.6.7 The itm8 does not assume any responsibility for delayed delivery, regardless of whether the delay is due to delay at the itm8, delay or backorders at the manufacturer or other circumstances.
- 2.7 Return of items**
- 2.7.1 Unless otherwise agreed in the specific Order, an Order cannot be cancelled, and Products cannot be returned.
- 2.7.2 If it is specifically agreed that the Customer is granted a right of return, this right is subject to the following terms and conditions.
- 2.7.3 A Product must be returned within eight (8) days from the invoice date. The Product must be returned unused and in unbroken packaging, in clean and tidy condition and without damage or impact.
- 2.7.4 The Customer pays the shipping costs and any other return costs associated with the return. The shipping costs and other possible return costs will either be set off against any receivables from the itm8 or invoiced separately.
- 2.7.5 If the Customer wishes to return a Product, the Customer must contact the itm8 via Webstore and create a request. Please note that receipt of a case number or a return label does not mean that the itm8 has approved the return. The Customer must return the Product to the itm8 together with a copy of the order form and information about the case number. If the itm8 approves a return, it must be received by the itm8 no later than fourteen (14) days after the Customer has received the case number. The freight must be paid, and the Product must be well packed in an approved outer packaging. The Customer is liable for loss or damage to the Product during transport.
- 2.7.6 Returns that cannot be accepted will be returned to the Customer at the Customer's expense. Approved returns will be credited to the Customer less any return costs. Approval of returns shall be subject to the Customer fulfilling the above obligations.
- 2.7.7 Orders for specially ordered items cannot be cancelled or returned unless the goods are materially defective. Specially ordered goods that cannot be cancelled or returned will be marked in the Product information and this marking will also appear in the order confirmation.
- 2.8 Transport damage**
- 2.8.1 The Customer must examine the delivered Products upon delivery. Transport damage must be reported to the carrier and the itm8. Visible transport damage must be reported on the day of delivery, while non-visible transport damage that is not discovered or should not have been discovered upon delivery must be reported without undue delay and in any case within one (1) week of receipt of the delivery. If the Customer does not complain about the transport damage in accordance with the General Terms and Conditions, the Customer loses the right to make a claim in respect of the transport damage.
- 2.9 Complaints**
- 2.9.1 The Customer must check the goods upon receipt/delivery. In order to claim that an item/a delivery is defective, the Customer must notify the itm8 immediately after discovering the defect, but no later than ten (10) days from the invoice date. The item must be returned in the manner specified above.

- 2.9.2 In case of a complaint, the Customer must contact the itm8. Please note that receipt of a case number does not mean that the itm8 has approved the complaint. The case number is valid for fourteen (14) days. The Product must be returned and received by the itm8 within these fourteen (14) days. When returning the Product, return costs must be paid. The order number, invoice number, valid case number and a detailed description of the defect in the Product must be sent together with the Product. If the complaint has not been made correctly, the itm8 is entitled to return the Product to the Customer and charge the shipping costs for this. Returns must be well packaged and in an approved packaging (e.g. brown corrugated cardboard). The Customer is liable for loss or damage to the Product during transport. In the event of transport damage due to defective or inadequate packaging, the goods will be returned to the Customer without remedying the original defect. The itm8 reserves the right to inspect the returned Product and to charge a test fee if it turns out that the Product is functioning properly, and that the complaint therefore cannot be accepted.
- 2.10 Warranty**
- 2.10.1 Product warranties are issued by the respective manufacturers. The itm8 does not issue any additional warranties beyond the warranty of the respective manufacturers and it is Customer's responsibility to familiarise itself with these prior to placing an order.
- 2.11 Liability**
- 2.11.1 In case of a defect for which the itm8 is responsible, the itm8 undertakes, at its own discretion, to remedy the defect, either by repair, replacement or refund of the purchase price. The itm8 has the right to refer the Customer directly to the manufacturer or to the manufacturer's designated service centre for rectification of defects. Additional warranty rights may result from the respective manufacturer's warranties, which are targeted to an end user. These additional warranty rights are of no concern to the itm8.
- 2.11.2 The itm8 is not responsible for the compatibility of Products with other Products in the itm8's range, or for compatibility with the Customer's current Products, unless otherwise expressly stated by the itm8 or follows from the Product Information from the itm8.
- 2.11.3 The itm8's liability for defects in the Product is limited to what is stated above, and the Customer cannot make any further claims against the itm8 in case of defects.
- 2.11.4 The itm8 explicitly disclaims liability for fitness for a specific purpose.
- 2.11.5 The itm8 is under no circumstances liable for indirect or consequential damages, such as loss of Production, loss of profit or other damages resulting from the impossibility or difficulty of using the Products, or for loss of data.
- 2.11.6 The itm8's total liability to the Customer (including liability for acts or omissions of the itm8's employees, representatives or sub-suppliers and including price reductions, redelivery or the like) under this Agreement is limited to the price paid for the relevant Products.
- 2.12 Technical support**
- 2.12.1 For technical and user support, the itm8 is entitled to refer the Customer to the respective manufacturers and, if necessary, to third-party payment support. Support for some manufacturers may be in English and will in some cases support only be provided via email and websites.
- 2.13 Links to third party websites**
- 2.13.1 Links on the itm8's Webstore allow visitors to leave the itm8's Webstore. The linked websites are not controlled by the itm8, and the itm8 therefore assumes no responsibility for the content of these websites or the content of links to such websites. The itm8 only offers these shortcuts to facilitate access to these websites. The fact that the itm8 provides a link on Webstore does not mean that the itm8 has approved the website in question.
- 2.14 itm8's Webstore and intellectual property rights**
- 2.14.1 The content on the itm8's Webstore is owned by the itm8 or its licensors. The information is protected by marketing and intellectual property laws. This means that trademarks, company names, product names, images, graphics, design, layout, etc. may not be copied or otherwise used without written approval from the itm8. Printing or other copying of the material is permitted for personal, private and non-commercial use. It is prohibited to copy, store or otherwise reproduce, process, modify, transfer, assign and or otherwise exploit the material or parts thereof without prior written permission from the itm8.
- 2.15 Customer account**
- 2.15.1 Login information (username and password) for the customer account on the itm8 Webstore must be managed in such a way that it does not become known to unauthorised persons.
- 2.15.2 Therefore, by disclosing the login details to someone else, the Customer confirms that this person is entitled to place Orders in the Customer's name, and the Customer is then responsible for payment of these Orders to the itm8.
- 2.15.3 For a customer account belonging to a legal entity, all persons who have access to the login details of the account are considered authorised signatories and therefore authorised to place Orders on behalf of the customer to whom the account belongs. If a customer suspects that an unauthorised person has access to the login information, it is the Customer's responsibility to immediately notify the itm8 thereof and to immediately change the password for the account.
- 2.16 Personal data**
- 2.16.1 If the itm8 is a data controller in accordance with the General Data Protection Regulation, the itm8 will, in connection with customers' placing of Orders for Products and services, process personal data about the Customer's contact persons ("**Company Representatives**") for the purpose and on the terms set out in the itm8's Privacy Policy <https://www.itm8.com/privacy-policy>.
- 2.16.2 By creating an account with the itm8, the Customer confirms that the Customer has informed affected Company Representatives about the itm8's processing of their personal data, and that the Customer has obtained the Company Representatives' consent to the processing.
- 2.16.3 In cases where the itm8 processes personal data on behalf of the Customer, the parties shall enter into a separate data processing agreement regarding the processing of personal data carried out by the itm8 on behalf of the Customer.

2.17 Independent Orders

2.17.1 There are no cross effects between Orders. Consequently, breach, defects, delay, termination for any reason etc. relevant to Products under one Order does not affect any other Order. Limitations of liability apply to and are calculated for each Order separately. Termination (for any reason) of an Order does not affect any other Order and vice versa. In the event of termination of an Order, the itm8 shall continue to provide the Products in accordance with any other Orders, including any underlying Orders, unless such Orders are also terminated.

2.17.2 Notwithstanding the above, the itm8 is always entitled to withhold Products under any Order if the Customer is in payment default on an Order.

2.18 Compliance with statutory requirements

2.18.1 The Customer is responsible for ensuring that the Customer's specific intended use of the Products is lawful.

2.19 Force majeure

2.19.1 The itm8 is not liable for any failure or delay in the itm8's performance of its obligations under the Agreement to the extent that performance of the Agreement is either rendered impossible or materially delayed or impeded, or will result in a significant price increase due to circumstances beyond the itm8's reasonable control, including, but not limited to, warlike events, riots or insurrection, acts or threats of terrorism, Cybercrime, geopolitical events, civil disturbance, disturbances in public order, import or export regulations, changes in laws and regulations or in the interpretation thereof, acts of government, strike, lockout, blockade or other labour disputes, fire, explosion or other accidents, epidemics, pandemics, as well as any natural phenomenon or deficiencies and delay in the provision of services by sub-suppliers due to the above circumstances.

2.20 Confidentiality

2.20.1 The parties and their employees must observe confidentiality to a reasonable extent as regards information related to each other or a third party, of which they obtain knowledge in the course of performance of an Order, and which is not and will not be publicly known ("**Confidential Information**"). Neither party may use or disclose such information except in the performance of the Order and in accordance with this provision.

2.20.2 The itm8 may disclose Confidential Information (i) to its sub-suppliers and suppliers of the Products, to the extent such disclosure is required and confidential in order for the sub-supplier or a third party to be able to assist the itm8 with the performance of an Agreement, and (ii) to a third party and its advisors in connection with a divestiture of one or more of the itm8's companies, business units, etc.

2.20.3 The parties may pass on Confidential Information to the extent required pursuant to legislation, judgments delivered by courts or orders from public authorities or administrative bodies.

2.20.4 The confidentiality obligation shall furthermore apply after termination of an Agreement, regardless of the reason therefore.

2.21 The itm8's references and disclosure

2.21.1 The itm8 may include the Customer's name in a list of references, unless the Customer explicitly requests otherwise. In addition thereto, the itm8 cannot use the Customer's name for marketing purposes, unless the Customer consents thereto in writing.

2.21.2 The parties cannot disclose information to the press about matters related to an Agreement without the other party's prior written consent, unless such disclosure only concerns matters which have already been made available to the public.

2.21.3 Personal data subject to privacy laws is not *per se* confidential information.

2.22 Transfer

2.22.1 The Customer is not entitled to transfer the Agreement or rights and obligations under the Agreement without the itm8's written consent.

2.22.2 The itm8 may, at its sole discretion, transfer the fulfilment of an Order, in whole or in part, to (a) one of the itm8's group companies or (b) a third party as part of a divestment of one or more of the itm8's companies, business units, etc.

2.23 Compliance

2.23.1 The Products are provided for the Customer's internal use and not for commercialisation. If the Customer exports, imports, or otherwise transfers the result of a Service, the Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import licences as well as ensuring that the transfer is not made to a recipient residing in sanctioned countries.

2.23.2 The itm8 undertakes to comply with its Code of Conduct in force from time to time, as published at [Legal & Compliance in itm8](#).

2.23.3 The itm8 may suspend its performance under the Agreement to the extent required by applicable law at the Customer's home court.

2.24 Other provisions

2.24.1 The itm8 reserves the right to change all information and data, including, but not limited to, prices, technical specifications and Product offerings without prior notice.

2.24.2 Information and prices include disclaimers regarding both written and electronic printing and typing errors, inaccuracies in the specifications given, price increases by suppliers and the final sale.

2.24.3 The information on the itm8 Webstore does not constitute a guarantee of applicability, suitability or otherwise, unless this is expressly stated in writing to the Customer. Current offers are valid while stocks last, unless otherwise stated.

2.24.4 By placing an Order and accepting the General Terms and Conditions, the Customer confirms that the Products will only be used in professional contexts, such as, for example, within their own company, for educational activities or in public companies.

2.24.5 The itm8 reserves the right to amend the General Terms and Conditions at any time.

2.25 Governing law and disputes

2.25.1 Agreements are governed by and construed in accordance with the law in the country where the itm8 is domiciled

except for (a) rules leading to the application of other law and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

- 2.25.2 Any dispute between the parties in connection with an Agreement that is not resolved by the above within twenty (20) Working Days may thereafter be settled by either party at the ordinary courts with the court of first instance being the forum of the itm8's registered office.

3 Special terms for Third Party Software

- 3.1.1 All software available for download on the itm8's Webstore is copyrighted works of their respective manufacturers.
- 3.1.2 When acquiring rights of use and/or licences for the software, the terms and conditions of the respective manufacturer or licensor apply, including online subscription agreements applicable to SaaS. These terms and conditions may accompany the software or be included in the software. It is the Customer's responsibility to familiarise itself with the content of these terms and conditions before placing an Order where the Customer attaches importance to the terms when ordering software.
- 3.1.3 Based on the above, the itm8 assumes no liability in relation to the sale of software, including, but not limited to, its fitness for purpose or intellectual property rights. The itm8's responsibility is thus solely to distribute the licence rights included in an Order.
- 3.1.4 The licence is granted pursuant to the licence metrics specified in the Agreement, including the restrictions specified therein. The Customer must at all times ensure to have the appropriate number of licences needed for the Customer's actual use, regardless of any organisational ties, including in terms of employment and affiliation.
- 3.1.5 If the itm8 is met with claims from third parties because of the Customer's unauthorised use of the software, including use in violation of the licence terms issued by the manufacturer, the Customer shall, without limitation, indemnify the itm8 for any loss or cost incurred by the itm8 in this regard.
- 3.1.6 The Customer is aware and recognises that the Software may require and be subject to specific system requirements and/or a software subscription. The Customer is responsible for complying with any such system requirements and for paying any related costs and fees. The itm8 does not guarantee that the Software is compatible with any future versions of third-party software.
- 3.1.7 Any delay in the payment of the fee for a cloud service entitles the itm8 and/or the manufacturer to suspend, without liability, the Customer's access to the Software upon the occurrence of the delay and without notice.
- 3.1.8 The Customer is aware and recognises that the cloud service may require and comprise specific system requirements. The Customer is responsible for complying with any such system requirements and for paying any related costs and fees. The itm8 does not guarantee that the cloud service is compatible with any future versions of third-party software.