

TERMS OF BUSINESS



Effective from 1 July 2018 for ITX ApS, hereinafter ITX.

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GENERAL

These terms of business are for clients.

ACQUISITION OF PRODUCTS AND SERVICES

When ordering at ITX the client accepts these terms of business and consents to the initiation of the order by ITX.

CONTACT INFORMATION

The client shall at any time inform ITX of their correct address and contact information, including their company registration number, telephone number, e-mail and fax number as well as updating these. The contact information is used for enquiries, invoicing and preparation of contracts. In case ITX finds the contact information to be misleading, ITX might be forced to close down the client's services, in certain cases.

SUPPORT

ITX provides support for clients on Mondays to Fridays from 08.30 to 16.30. Enquiries via e-mail support@itx.dk or by telephone +45 7027 0034.

Enquiries outside these hours are to be made on telephone +45 6040 7000 and will be invoiced EUR 400 as initial fee and at a normal hourly rate + 50% (0.5 hour as a minimum).

PRICING - SERVICES

Unless otherwise agreed upon, all services shall be carried out, including programming, set-up and installation on a time basis. This is applicable regardless of the service being delivered in several rounds. If the client requires a fixed price for the services a separate offer shall be made for this request. In that case, a chargeable preliminary analysis shall be required. ITX is not liable for fluctuations in price estimates unless ITX has agreed to deliver at a fixed price. Regardless of a fixed price, the client is liable for additional time consumption due to the client's existing software or hardware, which are circumstances to be considered unusual and/or unpredictable.

INVOICING

ITX forwards invoices electronically, primarily. Should the client request to receive invoices differently - for instance by letter post - ITX will charge an administrative fee of EUR 5,00 for each invoicing.

Visits from a consultant shall be invoiced per half hour, however 1 hour as a minimum. All other services shall be invoiced per half hour, cf. the current price list for consultancy services.

Transport will be invoiced cf. the current price list.

DELIVERY

All articles shall be delivered by either our own vehicle or an external carrier. If the articles are damaged during transportation, the client must call attention to the damage to ITX immediately. The client must also call attention to ITX, if the invoice/delivery note and the delivered articles do not correspond. The enquiry shall be made in writing, per e-mail or per telephone. The delivery shall be made subject to sold-out articles, including potential back orders.

THE CLIENT'S OBLIGATIONS

It is decisive that the client is actively instrumental in the process for ITX to implement the contract. In that connection, the client is bound to inform ITX's consultants about any circumstances that might influence the implementation of the order as well as to contribute to the preparation of the work and to assign own resources in order to implement the order as agreed upon. In addition, the client is responsible, at any time, for sufficient backup, so that the client's data can be restored easily.

To the extent deemed necessary by ITX for the implementation of a contract, the client must - at the client's own account - give the consultants access to the client's IT installation and databases according to further instructions by the consultants. Furthermore, the client shall put the necessary and legal workstations at the consultants' disposal.

The work stations must be supplied with IT installations, communication facilities et cetera by further instructions of the consultants.

If an agreed-upon service is not deliverable for a period of time due to the client's circumstances, the client shall be fully invoiced for the agreed-upon service deducted ITX's potential other invoicing for work carried out by the consultants in question for other clients during the same period.

ITX is by no means liable for circumstances, which fall within the client's non-compliance of their obligations under the collaboration agreement.

TERMS OF PAYMENT

Our terms of payment are 8 days net unless otherwise agreed upon or informed of in writing. Failure to comply with the terms of payment in a timely manner will be charged with an interest rate of 2 % of the amount due for each month or fraction of a month and an administrative fee of EUR 15,00 per reminder. In case of collection of debt, the client shall cover all expenses, in this connection.

If ITX has not received the payment no later than the due date, the client's due payments will first be written off interest accrued, thereafter the debt.

ITX reserves the right to send articles cash on delivery.

BUSINESS AGREEMENT

Clients, who have entered into a business agreement with ITX, will be offered credit in compliance with the contract. When entering into a business agreement with ITX, all clients are credit rated.

RIGHT OF RETURN

If the client cancels a placed order, ITX is entitled to charge a fee of 25 % of the purchase price/the overall price. If ITX's loss exceeds by 25 % of the purchase price, the client shall compensate for the entire loss.

Articles are only returnable by prior agreement and within 8 days, if the article is free of damage, intact and it is returned in its original packaging and under the above-mentioned conditions.

Special order articles (custom-built systems and third party licences) are not returnable.

CANCELLATION OF SUBSCRIPTIONS

A subscription period runs for 12 months, unless another agreement is made. Subscriptions must be cancelled in writing with a 1 month notice till the expiry of the subscription period. If client does not cancel his subscription in writing at the end of a subscription period, the subscription will be renewed automatically under the same terms and conditions as the original subscription.

PRICES

All prices are exclusive of 25 % VAT. ITX reserves the right to adjust the prices in accordance with market prices on a current basis without any further notice.

WARRANTY

Supplied articles are subject to the supplier's warranty to the extent it is evident from the article's documentation.

The warranty does not include damages due to operating errors, modifications, severe misuse or damage by the user. If this is established, the repair/support will be

charged according to the applicable hourly rates. If the product has an on-site or another warranty, the buyer himself is bound to make an enquiry to the supplier's support service and thereby see to the contact. If ITX is to help with this, a freight fee, an hourly rate and mileage allowance must be paid.

ITX is not liable, if the supplied service does not have the desired value for the client, if the client does not achieve the desired results, or if the service moreover does not have the assumed expediency.

COMPLAINTS

The client shall examine, evaluate and test the supplied at the completion of a project or sub-project. Defects, which are detected in such an assessment, must be communicated to ITX immediately. Only if the supplied service by ITX denotes as insufficient, and if this should not have been detected by the client in connection with the client's assessment/test, the client may claim the defect. The complaint must be made immediately after the defect is detected, however no later than 3 months after the completion of the work.

The regulations in the documentation apply for articles.

If the product/service is defective, ITX shall be obliged to - at their own choice - (1) remedy the defect, (2) supply substitute articles, (3) offer a proportional price reduction, or (4) pay damages. The client is not entitled to maintain further claims.

PRODUCT LIABILITY

ITX is only liable for damages inflicted by the sold article, if it is verifiable that the damage is caused by ITX. ITX is not liable for operating loss, time loss, loss of profits or other indirect loss.

LICENCES

The licence terms for software supplement these terms and conditions at any time.

DISTRIBUTION

In case of distribution of equipment, the buyer is obliged to inform their client about these terms and conditions. ITX is not liable to a third party outside the scope of these terms. It is not legal to distribute software and licences.

OWNERSHIP

The ownership of the purchased remains with ITX until the entire purchase price with potential financing charges is paid. The client shall keep the purchased intact and insured until the entire purchase price is paid.

DISCLAIMER OF LIABILITY

ITX can solely be held responsible for defective products/services due to defective implementation or application of deficient/unfit components, network, software, hardware or other material supplied by ITX. Furthermore, liability can solely be maintained, if the product/service is safely installed and supported and by the client applied correctly for ordinary use according to ITX's specifications.

ITX is not liable for defects due to defective support/maintenance; incorrect installation performed by others than ITX; changes made without ITX's written consent or repairs, updates or other changes that the client has made without ITX's prior written consent.

If ITX's service to the client includes products or sub-products, which are purchased at a third party/subcontractor, and for which ITX is liable for the development and production of, ITX is - regardless of what is stated in the rest of these terms and conditions - solely liable to the extent that the third party/subsupplier has accepted responsibility for the liability of the guarantor.

The delivery time, which may be included in the contract, is solely guiding and ITX cannot be held liable for non-compliance of this delivery time.

Costs for transport, insurance, travel, mounting as well as other costs at remedy or replacement must be paid by the client.

ITX's liability for damages is limited to the client's direct loss and may never exceed 50 % of the client's payment of the order. Indirect loss, including operating loss, loss of profits, data loss or the client's costs for third party remedy will not be compensated.

PROVISO

We make reservations for misprint and sold-out articles, including back orders, failing delivery from our suppliers, changed product specifications and force majeure.

FORCE MAJEURE

If one of the parties are prevented from performing their contractual obligations due to force majeure, the obligation of the party concerned will be suspended until the end of the obstacle and said party is able to continue their obligations.

Force majeure can solely be relied upon, if the affected party without delay inform the other party of the reason for failing to comply with the contractual obligations.

Provided that the supplier has acted reasonably and taken all commercial reasonable and relevant actions to prevent the occurrence of the problem, the supplier cannot be held responsible for the following circumstances:

- Failing deliveries from subsupplier
- Operating problems caused by either the client or the supplier's subsupplier
- Fire or malicious damage
- Breakdown of the client's local network
- Strike and lock-out.

NON-DISCLOSURE, CONFIDENTIALITY, DOCUMENTS, KNOWLEDGE AND EQUIPMENT

ITX maintains all rights to software, licences, equipment, inventions, know-how et cetera developed or applied by ITX for delivery of ITX's products and services. Material, data and know-how - including technical documents and equipment, which the client has handed over in connection with compliance of the contract - may only be used by ITX for contractual activities for the client.

The client may at any time request an additional non-disclosure agreement in connection with installations of or handling confident data. ITX is bound by confidentiality in relation to confident information handed over between the parties, before, during and after delivery. The confidentiality obligation does not expire with the final delivery.

DISPUTES

These terms and conditions are controlled by Danish law and unless otherwise specified the general rules of Danish law apply in the mutual relationship between ITX and the client. The Court of Aarhus has jurisdiction in the first instance.

AMENDMENTS TO TERMS AND CONDITIONS AND PRICES

ITX reserves the right to, at any time, amend the current terms and conditions.

Amendments to the terms and conditions will be published on ITX's website www.itx.com.