

Standard Terms and Conditions for trade with TECHON7 ApS

These Terms and Conditions governs all agreements, services, etc. between TECHON7 and the Customer, unless otherwise agreed in separate agreements in writing or otherwise regulated by applicable mandatory law. Customer's own terms and conditions or the like do not apply, unless otherwise agreed in writing.

1. Definitions

- 1.1. "**Customer**" means the person, sole proprietor or company that purchases products from TECHON7.
- 1.2. "**Damages**" means faults, defects, and damages.
- 1.3. "**TECHON7**" means Techon7 ApS, a Danish company with registration no. 38647997.

2. Offers and order confirmation

- 2.1. Offers must be accepted in writing by the Customer after which TECHON7 issues an order confirmation which shall be deemed the binding agreement between the parties.
- 2.2. The Customer must notify TECHON7 within 2 days from the order confirmation date, if said order confirmation deviates from the placed order, as the order confirmation otherwise takes precedence.

3. Cancellation or postponement

- 3.1. Unless otherwise agreed, Customer has no cancellation or postponement rights.

4. Prices and invoicing

- 4.1. All prices are excluding VAT, duties and any other imposed taxes, shipping costs, and processing charges. However, all prices are including standard packaging.
- 4.2. All prices are provided under the prerequisite of stable raw material and procurement prices for TECHON7, including for special equipment necessary to manufacture the products. Thus, TECHON7 reserves the right to increase prices on final invoice, including for order confirmations already issued if said prices fluctuates significantly. E.g., a price fluctuation of more than 5% will always be considered significant, entitling a notice of price increase.
- 4.3. TECHON7 further reserves the right to increase its prices, including for offers, order confirmations and signed agreements etc., because of government intervention, orders from public authorities or interference from collective bargaining agreements.

5. Payment

- 5.1. Payment terms will be agreed individually, based on the customers financial situation and performance.
- 5.2. In the event of late payment, the default interest accrues monthly with 2 % per commenced month, with monthly accrual of interests.
- 5.3. If the Customer is in default with any payments, TECHON7 will be entitled to withhold any deliveries, including parts thereof, or terminate the agreement and any other agreement with the Customer without notice. In case of termination, TECHON7 is entitled to compensation according to the general rules of Danish law.
- 5.4. Agreed discounts are only valid if payment for the products is paid when due.

6. Retention of title

- 6.1. Title to delivered products etc. shall remain with TECHON7 until the Customer has paid in full.

7. Product information and typos

- 7.1. General information regarding the products, including e.g., weight, dimensions, capacity, technical data, product descriptions, user guides, or manuals, is non-binding for TECHON7, as these are considered informative. TECHON7 reserve its rights for any typos.

8. Terms of ownership

- 8.1. TECHON7 reserves the ownership rights to the products sold until payment of all invoices relating to delivery has taken place.

9. Delivery and delays

- 9.1. Stated delivery times are indicative, and TECHON7 assumes no responsibility or liability for any delays.

10. Transfer of risk

- 10.1. Ex Works (Incoterms 2020) applies.

11. Obligatory check on receipt

- 11.1. Customer is obligated to examine, and test delivered products and/or services immediately upon receipt and notify TECHON7 for any Damages found.
- 11.2. Damages not visible upon receipt must when these has or should have been detected be notified immediately, but no later than 12 months after receipt, to TECHON7.

12. Warranty

- 12.1. TECHON7 provides no warranty, unless otherwise expressly agreed in writing. The original invoice is the proof of warranty if warranty is provided.

13. Returns (RMA)

- 13.1. Returned goods will only be accepted if already agreed in writing.
- 13.2. Returned products must be with any accessories and indicate the original invoice number and date and the RMA number.
- 13.3. The Customer pays for return and re-delivery costs unless it is due to legitimate warranty claims. However, TECHON7 only pays for reasonable return and re-delivery costs in case of legitimate warranty claims.

14. Repairs

- 14.1. The Customers shall pay for all repair costs unless the repair is covered by an agreed warranty.
- 14.2. Any repair will commence after receipt of the product, original invoice number and date and RMA no.
- 14.3. Repairs covers repairs and replacement of defective components. Repairs do not include back-up of data, restoring or installation of software, etc. Thus, the Customer is encouraged to ensure proper back-up of necessary software and data prior to returning the products for repair.
- 14.4. Damages that is attributable to the Customer or third parties are in no event covered by an agreed warranty.

15. Copyright and property rights.

- 15.1. The buyer does not acquire any copyright of any products either partially or wholly developed by TECHON7. The buyer does not acquire any property rights to any software, source code, documentation or similar.

16. Product liability

- 16.1. TECHON7 is only responsible for damages to products and third parties caused by its products, provided said products are used for the intended purpose, according to current statutory product liability laws in EU and these terms and conditions but assumes no further liability. Thus, any non-statutory product liability is expressly disclaimed.
- 16.2. Notwithstanding the above, TECHON7 has in no event any product liability for damages caused by the Customers' or a third party's negligence, or damages caused by raw materials requested or designs of work methods instructed by the Customer.

17. Limitation of liability

- 17.1. TECHON7's liability is limited to the relevant net order.
- 17.2. TECHON7 shall in no event be liable for any indirect or consequential losses, including operating loss, loss or distortion of data, loss of profit, revenue or time, or costs for third party remediation.
- 17.3. The Customer is obliged to limit their own liability accordingly in their own terms and conditions and mitigate any losses.

18. Force majeure

- 18.1. Neither party can be held liable for circumstances that can be designated as a force majeure event, including:
- war, riots, uprisings, and general strike.
 - wildfires, and natural disasters.
 - epidemics, and pandemics.
 - import or export restrictions.
 - interruption or failure of the energy supply or infrastructure.
 - long-term illness or death of key employees; or
 - Sub-suppliers affected by force majeure
- 18.2. In the event of force majeure, the affected party must without undue delay notify the other party of the specific force majeure event, and on an ongoing basis keep the other party notified hereof.

19. Non-disclosure

- 19.1. The parties and their staff must observe unconditional nondisclosure of information concerning the circumstances of co-signers and others in possession of information in connection with the deliveries, services, development, etc. discussed in this contract.