

PC | SCHEMATIC

General terms and conditions of sale and
delivery of products and services to
business customers.

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1 General Terms

1.1 General Terms. These sales and delivery terms apply to all agreements regarding PCSchematic A/S, CVR number 87609618, (the "Company") sale and delivery of products and associated services to business customers.

2 Agreement Basis

2.1 Agreement Basis. The terms, together with the Company's offer, constitute the entire agreement basis for the Company's sale and delivery of products and associated services to the customer (the "Agreement Basis"). The customer's purchase terms printed on orders or otherwise communicated to the Company do not form part of the Agreement Basis.

2.2 Changes and Additions. Changes and additions to the Agreement Basis are only valid if agreed in writing by the parties.

2.3 Legal Status. Each party must immediately notify the other party if it changes its legal status, is subject to bankruptcy or restructuring proceedings, or voluntary liquidation.

3 Products and Services

3.1 Products and Services. The products and services that the Company sells and delivers to the customer comply with Danish law at the time of delivery. The Company sells software on a subscription basis and services to the customer.

3.2 Associated Services. Associated services that the Company sells and delivers to the customer in connection with the sale and delivery of products comply with Danish law at the time of delivery.

3.3 Limitation of Liability. The products and associated services that the Company sells and delivers to the customer are intended for documentation of technical systems. Regardless of any conflicting terms in the Agreement Basis, the Company is not liable for any loss or damage attributable to use for other purposes or use in Denmark or outside Denmark. The customer must indemnify the Company to the extent that the Company incurs liability for such loss or damage.

4 Price and Payment

4.1 Price: The price for products and associated services follows the Company's current price list at the time the Company confirms the customer's order, unless otherwise agreed in writing. All prices are exclusive VAT.

4.2 Payment: The customer must pay all invoices for products or associated services no later than 14 days, unless otherwise agreed in writing. The subscription runs for 12 months and is automatically renewed. The first year's subscription is paid at the start. Termination of the subscription must be made in writing to salg@pc schematic.com no later than 3 months before expiry.

5 Delayed Payment

5.1 Interest: If the customer fails to pay an invoice for products or associated services on time for reasons beyond the Company's control, the Company is entitled to interest in the overdue amount at 1.5% per month from the due date until payment is made.

5.2 Termination: If the customer fails to pay an overdue invoice for products or associated services within 14 days after receiving a written demand for payment from the Company, the Company is entitled to: (i) terminate the sale of the products and/or associated services to which the delay relates, (ii) terminate the sale of products and/or associated services that have not yet been delivered to the customer, or require prepayment for them, and/or (iii) assert other remedies for breach.

6 Offers and Orders

6.1 Offers: The Company's offers are valid for 10 days from the date the offer is dated, unless otherwise stated in the offer. Acceptance of offers received by the Company after the acceptance deadline is not binding on the Company, unless the Company notifies the customer otherwise.

6.2 Orders: The customer must send orders for products or associated services to the Company in writing. An order must include the following information for each ordered product or service: (i) Order number, (ii) Item number, (iii) Item description, (iv) Quantity, (v) Delivery date, (vi) Delivery address, and (vii) Delivery email address.

- 6.3 Order Changes: The customer cannot change an order for products or associated services without the Company's written acceptance.
- 6.4 Conflicting Terms: If the Company's confirmation of an order for products or associated services does not match the customer's order or the Agreement Basis, and the customer does not wish to accept the conflicting terms, the customer must notify the Company in writing no later than 10 working days after order acceptance.

7 Delivery

- 7.1 Delivery Condition: The Company delivers all products sold to the customer via email. The customer must provide the e-mail address.
- 7.2 Delivery Time: The Company delivers all products sold and associated services at the time stated in the confirmation. The Company is entitled to deliver before the agreed delivery time unless otherwise agreed by the parties.
- 7.3 Inspection: The customer must inspect all products and associated services upon delivery. If the customer discovers a defect or deficiency that the customer wishes to invoke, it must be immediately notified by writing to the Company. If a defect or deficiency that the customer discovers or should have discovered is not immediately notified in writing to the Company, it cannot be invoked later.

8 Delayed Delivery

- 8.1 Notification: If the Company expects a delay in the delivery of products or associated services, the Company will inform the customer and at the same time state the reason for the delay and the new expected delivery time.
- 8.2 Termination: If the Company fails to deliver products or associated services no later than 10 days after the agreed delivery time for reasons beyond the customer's control, and delivery does not occur within a reasonable period of at least 10 days, the customer can terminate the order(s) affected by the delay without notice by written notification to the Company. The customer has no other rights due to delayed delivery.

9 Liability

- 9.1 Liability:** Each party is responsible for its own actions and omissions under applicable law with the limitations set out in the Agreement Basis.
- 9.2 Product Liability:** The Company is liable for product liability concerning delivered products to the extent that such liability follows from mandatory legislation. The customer must indemnify the Company to the extent that the Company incurs product liability beyond this.
- 9.3 Limitation of Liability:** Regardless of any conflicting terms in the Agreement Basis, the Company's liability to the customer cannot exceed per calendar year 25% of the sale of products and associated services that the Company has invoiced to the customer in the immediately preceding calendar year. The limitation of liability does not apply if the Company has acted intentionally or with gross negligence. Notwithstanding any conflicting terms in the Agreement Basis, the Customer shall indemnify the Company against claims from third parties. The Company is not liable for the accuracy of component data.
- 9.4 Indirect Loss:** Regardless of any conflicting terms in the Agreement Basis, the Company is not liable to the customer for indirect losses, including loss of production, sales, profit, time, or goodwill, unless caused intentionally or with gross negligence.
- 9.5 Force Majeure:** Regardless of any conflicting terms in the Agreement Basis, the Company is not liable to the customer for non-fulfilment of obligations attributable to force majeure. The exemption from liability lasts as long as the force majeure exists. Force majeure is considered circumstances beyond the Company's control and which the Company should not have foreseen at the time of the agreement. Examples of force majeure are unusual natural conditions, war, terrorism, fire, flooding, vandalism, and labour disputes.

10 Intellectual Property Rights

- 10.1 Ownership:** The full ownership of all intellectual property rights related to products and associated services, including patents, designs, trademarks, and copyrights, belongs to the Company.

10.2 Infringement: If delivered products or services infringe third-party intellectual property rights, the Company will, at its own expense: (i) ensure the customer the right to continue using the infringing products or services, (ii) modify the infringing products or services so that they no longer infringe, (iii) replace the infringing products or services with non-infringing ones, or (iv) repurchase the infringing products or services at the original net purchase price less 25% per year since delivery. The customer has no other rights due to the infringement of third-party intellectual property rights by products or associated services.

10.3 Development: Intellectual property rights developed by the Company in connection with any consultancy work for the customer belong solely to the Company.

11 Confidentiality

11.1 Disclosure and Use: The customer must not disclose or use or enable others to use the Company's trade secrets or other information of any kind that is not publicly available.

11.2 Protection: The customer must not improperly obtain or attempt to obtain knowledge of or access to the Company's confidential information as described in section 11.1. The customer must handle and store the information properly to prevent it from unintentionally coming to the knowledge of others.

11.3 Duration: The customer's obligations under sections 11.1-11.2 apply during the parties' trade and without time limitation after the trade ends, regardless of the reason for the termination.

12 Processing of Personal Data

12.1 Processing: The Company processes personal data in compliance with the General Data Protection Regulation and the Data Protection Act. Information about the customer's name, email, phone number, etc., is used solely in connection with the customer's order and communication with the customer.

12.2 Rights of the Data Subject: The Company complies with the rights of data subjects (including the right to access, rectification, deletion, restriction of processing, objection, data portability, complaint, and the right not to be subject to a decision based solely on automated processing, including profiling).

12.3 Storage and Disclosure: The Company stores information only as long as needed for its processing purpose. The Company does not disclose, sell, or otherwise transfer information to third parties unless the customer has given consent.

12.4 Contact: If the customer wishes to know what data is being processed, have data deleted or corrected, the customer can contact the Company via sales@pcchematic.com.

13 Governing Law and Venue

13.1 Governing Law: The parties' trade is in all respects subject to Danish law.

13.2 Venue: Any dispute arising in connection with the parties' trade must be settled by a Danish court.