
Trade terms

1. Purpose and extent

These conditions apply to the IT equipment (hereafter referred to as hardware) and standard software (hereafter referred to as software) supplied by inLogic, as agreed between the Customer and inLogic. Together, the hardware and software are referred to as the products. These conditions can only be deviated from following an explicit, written agreement between the Customer and inLogic.

2. Extent of the services

inLogic's service consists of delivering hardware and software as described in the agreement entered by both parties.

3. Documentation and instructions

The product may include product descriptions and user instructions for hardware and software, to the extent that these may have been created by the supplier. If the existence of such materials is a prerequisite for the Customer, inLogic must be informed of this at latest in connection with entering into the agreement.

4. Time of delivery

Delivery has taken place once the products have left inLogic's warehouse (i.e. warehouse), and inLogic does not undertake any responsibility for the installation, implementation, and so on, unless this has been explicitly agreed upon.

In cases when inLogic must carry out the installation of the products, the delivery time is the day when the products are physically handed over to the Customer at the agreed-upon place of delivery. Any installation work is carried out in accordance with inLogic's ordinary conditions for consultancy work.

inLogic will endeavour to meet the agreed-upon delivery time. However, if this is not possible, inLogic will strive to minimise the inconvenience to the Customer to the best of its ability; however, inLogic does not undertake any responsibility for any delays. The Customer is however entitled to cancel the agreement if the agreed-upon delivery time is exceeding by 30 workdays, and if this is a result of conditions for which inLogic is responsible, and if prior to the cancellation the Customer has given inLogic reasonable notice, in writing, to fulfil the agreement.

The risk associated with the products is transferred to the Customer at the time of delivery.

5. Price and payment

inLogic makes reservations for any errors and missing entries in the price list.

This agreed-upon price is stated in the agreement between the Customer and inLogic. All prices are listed excluding value added and other levies, which may be added to the purchase. inLogic is entitled to invoice the payment of the products upon full or partial delivery.

Invoices are due to be paid 14 days after the invoice date, unless otherwise stated on the invoice. In case of late payment, inLogic is entitled to charge interest of 1% for each month or start of a month from the due date, and to withhold further deliveries or parts thereof. If the Customer has not paid inLogic within 5 workdays following the receipt of a written claim, inLogic can cancel the agreement in writing.

6. Retention of title

Sold products (including add-ons / accessories), for which the customer acquires the property rights, are sold with retention of title and are the property of inLogic until the customer has paid the entire purchase sum, as well as any interest and expenses, including any expenses for the product that may have been incurred by inLogic on the Customer's behalf.

Until the property right has been transferred to the Customer, the Customer is required to take appropriate care of the product, including storing and maintaining it as prescribed, to have the product insured for its full value against fire, theft, and water damage, and additionally to not carry out any changes to the product without inLogic's written consent. The Customer is required to not move, pawn, rent out, lend out, or take any other action with the product before the property right has been transferred to the customer.

7. Separate conditions for software – License questions

7.1 About the software

All software supplied by inLogic is standard software. This means that the software is delivered as is. Updates and error corrections are provided as long as the customer maintains his license agreement. Any customer-specific customisations are settled separately.

7.2 Extent of the license

All licenses cover:

- A legal educational institution, operating centre, or municipality. For operational centres, all schools (which are legally separate entities) must have their own license.

7.3 The Customer's rights

If inLogic delivers software to the Customer, the Customer is granted a non-transferable right of use for this software. Any defects may not be corrected by the Customer but must instead be reported to inLogic. The Customer is bound by and has the duty to respect any license conditions that inLogic may have. The customer also agrees to abide by the rules of the Danish legislation for software, which is applicable at any given time, including the Consolidated Act on Copyright.

7.4 Automatic renewal and price regulation

The license for UMS is renewed automatically each year. If one would like to terminate the agreement, this must be done in writing, latest 6 months before the expiration of the license. inLogic can regulate the price of the license each year by up to 5%.

8. Disclaimer

inLogic is under no circumstance responsible for indirect losses or damages, including but not limited to, operational losses, lost profits, loss of expected income, loss of goodwill, loss of or damaged data, any other losses associated with an interruption in carrying out business, and the Customer's expenses for third party reparations. In all cases, inLogic's liability for damages is limited to 50% of the purchase fee that the Customer has paid.

inLogic incurs product liability in accordance with the legislation that is applicable at any time but does not assume any further responsibility than that prescribed by legislation. Any product liability not determined by legislation, developed in accordance with case law, is therefore expressly renounced.

9. Force majeure

Neither party can be held responsible for conditions that can be regarded as force majeure, including but not limited to natural disasters, war, terrorism, sabotage, revolts, riots, rebellions, strikes, lockouts, fires, water damage, explosions, power failures, theft, illness or death of key employees, currency restrictions, import or export prohibition, disruption of normal communication, interruption or failure of the power supply or communication lines, extensive virus attacks, and delivery problems or force majeure situations with subcontractors. If a force majeure situation is taking place, the affected party must inform the other party as soon as possible, whereupon both parties can demand to renegotiate any timelines. If a force majeure situation has been in effect for over 60 days, the party not affected by the force majeure may cancel the agreement.

10. Defects and deficiencies

10.1 The Customer's test and complaints

The customer is required to examine and test the products immediately following delivery. If there are defects or deficiencies in the supplied software (henceforth referred to as defects), the Customer can enforce his rights (which the Customer has in accordance with the license conditions for the use of the respective software) on the software manufacturer. If the defects are brought to the attention of inLogic, inLogic will pass these on to the manufacturer.

In order to claim that the products suffer from defects, the Customer must report the defect to inLogic immediately after it has been detected. The Customer must state and, if requested, must show how the defect manifests itself. inLogic is only responsible for defects that are pointed out within 3 months from the time of delivery, unless the Customer has taken out a service agreement for the products.

10.2 inLogic's responsibility

inLogic has no further responsibility for such defects. If there are defects or deficiencies in the delivered software, inLogic will, by its own choice, either fix the defect or replace the faulty hardware with corresponding working hardware. If inLogic chooses to fix the defect, inLogic is required to fix the respective defect at its own expense, in accordance to the conditions stated below, and with the expediency that the situation requires. inLogic's responsibility under no circumstances includes:

- a) Defects resulting from the Customer's use of the products in conjunction with other add-ons / accessories, which directly or indirectly affect the products' functions.
- b) Defects resulting from actions or changes to the product, which are not in conformance with inLogic's instructions.
- c) Defects that are a result of the Customer's lack of training or using the products in way other than what is prescribed in its documentation or as a consequence of negligence on the part of the Customer, its personnel, or a third party, or due to other circumstances that are beyond inLogic's control.
- d) Normal operational maintenance such as adjustments, normal wear and tear, or if the acquisition of consumables is required.
- e) Program errors in the subcontractor's products, which are not included by the subcontractor's warranty. If the Customer wants to make claims on account of a defect to a subcontractor's product, this must be reported to inLogic, who will then forward the description of the defect to the subcontractor.
- f) Reduction of the system's functionality or development resulting from the Customer's installation of software (etc.), which affects inLogic's product.

If inLogic does not fix defects (either by performing reparations or by exchanging the product) with the speed that is required in that situation, the Customer can present inLogic with a final and fair deadline for the fixing of such defects. The deadline must be no less than 30 workdays, calculated from the time when inLogic has been made aware of the existence of the defect in writing.

If the defect has not been fixed by the expiration of the deadline, the Customer has the right to a price reduction that corresponds to the defect. If the defect is of substantial importance for the Customer's use of the product, the Customer has the right, following the expiration of the deadline, to terminate the agreement for the respective malfunctioning product by informing inLogic in writing.

Regarding other products, the customer may only terminate the agreement if these products are so closely related to the malfunctioning product that they are unable to function properly without it. The Customer may not make other claims to inLogic regarding defects on hardware or software.

10.3 Expenses for handling of complaints

If the customer has reported a defect, and it turns out that no defect exists that is the responsibility of inLogic, the Customer must reimburse the expenses that inLogic may have incurred in this context.

11. Disputes

In case of disagreements or disputes between the parties in connection with the agreement, either party can call for a conciliation meeting, attended by director from each party. If the disagreement cannot be resolved with such a conciliation meeting, the case must be resolved in inLogic's court of domicile, under Danish law.