

## General Terms of Sale and Delivery

*Applicable from 30 November 2022*

### 1.1 Scope of the Terms

- 1.2 The terms shall govern the relationship between the parties Logos Design A/S (hereinafter called Seller) and Buyer of products, software, licences, equipment, accessories, services etc. from Seller (hereinafter called Buyer).
- 1.3 When Seller or Buyer in offers, contracts or other documents pertaining to the above refer to Seller's terms being applicable, it shall be construed as reference to these terms.
- 1.4 These "General Terms of Sale and Delivery" are subject to change at 30 days' notice and the applicable terms shall be available at Seller's website.

### 2. Contractual Basis

- 2.1 Any service and any product (hereinafter called the delivery) is purchased by Seller subject to with the below terms of sale and delivery which are exhaustive unless Seller has agreed to amendments to or derogations from such terms in writing. A delivery, and thus subject to the terms of sale and delivery, shall be defined as
- Individually developed computer programmes, i.e., software developed by Seller based on Buyer's description of the assignment including detailed specifications and instructions
  - Standard software and components, i.e. software and equipment developed by Seller for the purpose of sale to multiple customers
  - Hardware including printed circuit boards, cabinets etc. developed and designed by Seller
  - Systems, software or hardware developed and/or manufactured by a third party
  - PSAM
  - Licenses for software and gateway irrespective of whether software and payment solutions were developed by Seller or a third party but sold through Seller, including PSAM license.
- 2.2 Neither Buyer's standard terms nor Buyer's specification of special terms in tender documents, orders, correspondence or similar shall be construed as a deviation from or amendment to the below terms unless Seller expressly has agreed to this in writing. Buyer's reference to such terms in general or specifically in the said order or correspondence shall as such not be sufficient to be construed as accepted by Seller.
- 2.3 If the delivery includes products delivered by a third party, including e.g., software products, such product shall also be subject to the general terms of the third party, including licensing terms.
- 2.4 Software, gateway and PSAM licences are mandatory for payment solutions. This licence covers Buyer's right of use to software and payment solutions and provides Buyer with access to updates of the payment solution software, including changes that ensure compliance with Nets Denmark A/S' requirements for payment solutions.

### 3. Offer/Order

- 3.1 Unless otherwise stated, the offer from Seller shall be binding for 30 days from the date of the offer.
- 3.2 The agreement between Buyer and Seller shall be considered final when Buyer has received Seller's written order confirmation or when Buyer knew or had reason to believe that Seller has started working on the order. The same applies to amendments/follow-up orders to

previously agreed orders.

- 3.3 Buyer's objections to the contents of the order confirmation, if any, shall be presented in writing and be received by Seller no later than 5 business days after the date of the order confirmation.
- 3.4 Orders can only be cancelled or changed with Seller's written accept.
- 3.5 Seller is entitled to change the material and design of the offered item at any time provided that the delivery continues to meet the usual standard and special specifications as defined by the Buyer.
- 3.6 Full or partial cancellation of the order is only acceptable as per agreement and subject to any incurred costs.

### 4. Buyer's Obligations

- 4.1 Buyer shall protect their data at their own expense and risk.
- 4.2 Buyer shall pay for licenses to software, gateway and PSAM until Seller deregisters their licenses.
- 4.3 Buyer is obligated to update software and/or replace PSAM in the terminal when Nets and/or a third-party releases new version that require software updating or PSAM replacement. Buyer accepts that Nets and/or a third party can update or modify the software. The Customer will receive a message if a software update requires the active participation of the Customer.
- 4.4 If no arrangement has been made with Seller, Buyer is responsible for all costs in connection with integration of Seller's purchased solution for Buyer's other relevant systems, including costs for communication, installation, power supply etc.
- 4.5 Seller can only as specifically agreed remove, alter or cover brand names, patent labels, warranty labels or other labelling that Seller or a third party has attached to the delivery or other sales promoting material related to the delivered equipment.
- 4.6 If Buyer has provided Seller with their e-mail address, a notice of changes in price and general terms of sale and delivery may be forwarded electronically. Buyer is required to inform Seller about changes to postal address and e-mail address and Buyer shall have the sole responsibility if Buyer does not receive information about any changes if Buyer has failed to inform Seller about changes to e-mail address or postal address.
- 4.7 Buyer is required to comply with applicable export control regulation in accordance with Danish and foreign legislation to the extent that the delivery is exported or re-exported.

### 5. Prices

- 5.1 All prices are exclusive of the at any time applicable VAT, other duties, tariff, public duties and freight etc. Reservations are made for price increases by sub-suppliers and changes to public duties, tariff rates, exchange rates, raw material prices and freight charges.
- 5.2 If fixed prices are not agreed, all deliveries shall take place at Seller's at any time applicable hourly rate and list prices.
- 5.3 All prices are subject to change without prior notice.
- 5.4 Annual licenses are levied annually on 1 January and shall for the first year be prorated relative to the time of delivery in the year of delivery.
- 5.5 Prices shall be indexed automatically once a year on January 1st based on the development of the net price index published by Statistics Denmark from November

to November where 2015 = index 100. The Buyer shall not be notified separately of the indexing of prices.

- 5.6 Invoicing fee, shipment fee and green fee as per Seller's price list may be added to all invoices.

## 6. Payment

- 6.1 Unless otherwise agreed, the purchase sum for all deliveries - both full and partial - shall be due for net cash payment 20 days after the invoice which is issued immediately upon delivery. If Buyer is unable to receive the delivery at the agreed time, an invoice shall be issued when Seller declares the delivery ready for shipment.
- 6.2 Seller has the option of issuing separate invoices for installation and delivery.
- 6.3 If a delivery or an installation last more than one month, Seller reserves the right to charge an on account amount each month corresponding to the delivery delivered at the time of the invoice.
- 6.4 If Buyer fails to pay in due time, Seller is entitled to charge a default interest and levy reminder fees without notice and in accordance with the at any time applicable rules, including the Danish Interest Act, and to cancel discounts, if any, on the combined order. Reminder fees and interest rates shall be available in Seller's price list.
- 6.5 If Seller after entering of the agreement receives questionable credit information about Buyer, Seller is entitled to ask for a prepayment or demand guarantee for the purchase sum plus estimated surcharges, cf. article 6.4 and to stop further deliveries until either of the above has been received. If the prepayment/demand guarantee has not been received within three business days after Seller's written request, Seller is entitled to cancel the agreement on grounds of Buyer's material non-performance and/or demand compensation.
- 6.6 Buyer shall not be entitled to withhold any part of the purchase sum that Seller has not accepted. Whether as security for performance of counterclaims, if any, or for any other reason, and such withholding shall be interpreted as material non-performance of the agreement.

## 7. Retention of Title

- 7.1 Seller reserves the right of ownership to delivered items until such time when payment has been made to the extent that applicable law legalizes such retention of title. Buyer shall only obtain a right of use to the software.
- 7.2 Seller is entitled to repossess deliveries regardless of the delivery containing a third party's data/assets and dispose of the repossessed delivery in accordance with the general rules of Danish law.
- 7.3 Buyer is not entitled to resell a delivery or parts thereof before the purchase sum has been paid. Nor is Buyer entitled to dispose de facto or legally of the delivery until this time in a manner that disregards the retention of title, e.g., by adding other products.

## 8. Delivery

- 8.1 Stated delivery times are approximate and unbinding unless otherwise separately agreed and confirmed by Seller in writing. In the absence of a stipulated time of delivery, either of the parties may demand in writing and at an appropriate notice the order to be executed.
- 8.2 The time of delivery shall be determined subject to Buyer's specifications being available no later than at Seller's submission of the order confirmation. If that is not the case, the time of delivery shall be postponed by the number of calendar days from the order confirmation till such time when Buyer submits their specifications. The time of delivery shall be postponed similarly

if Seller is subsequently prevented from expedient performance of the order for reasons that may be attributed to Buyer, Buyer's supplier, or force majeure events. In addition to agreed prices and at list price, Seller is entitled to invoice any resources that have been allocated to the order where the above reasons render it impossible to work on the order and where such resources cannot be allocated to other assignments in the period(s) in question.

- 8.3 Without it constituting a delay and with appropriate written notice, Seller is entitled to postpone a time of delivery one or multiple times, including milestones, tests, etc. with the number of days that will postpone the time of delivery/deliveries up to 60 business days.
- 8.4 Without the consent of Buyer, Seller is entitled to fulfil their obligations fully or partially by the use of sub-suppliers.
- 8.5 Buyer is not entitled to begin to using the delivery or any part thereof before takeover of the delivery. If Buyer prior to takeover begins to using the delivery or parts thereof without Seller's consent, Buyer shall be deemed to have taken over the delivery.
- 8.6 Seller's services shall be seen as delivered on a continuous basis whereas goods are delivered at the time of the physical transfer to Buyer. Unless otherwise agreed, delivery and transfer of risk take place Ex Works ("EXW") as defined in the applicable Incoterms. Shipment takes place at Buyer's risk. Buyer takes out insurance on the delivery.

## 9. Discontinuance and Termination of Licences

- 9.1 The right of use to software licenses, gateway and PSAM shall continue until such time when terminated or cancelled by either of the parties.
- 9.2 Seller and Buyer can terminate agreements for software licences and PSAM from Nets in writing with three months' notice. Price changes notified by Nets entitles Buyer to terminate the agreement with one month's notice.
- 9.3 Prepaid licences are not refunded.
- 9.4 Licences must be terminated in writing by forwarding an e-mail to [faktura@logos.dk](mailto:faktura@logos.dk). At a minimum, a notice of termination must comprise the customer's name and serial numbers for payment solutions and PSAM no. for PSAM.
- 9.5 Both parties are entitled to terminate agreements in the event of the other party's material non-performance of the agreement. The Customer's failure to pay any amount due on time shall always be construed as material non-performance that entitles Buyer to terminate the agreement in whole or in part without prior notice.
- 9.6 After discontinuance of the agreement, Buyer is committing to stop using the software, gateway and PSAM.
- 9.7 At discontinuance of the agreement and Buyer's non-payment, Seller is entitled to block the use of the software and PSAM. Seller is entitled to charge a fee for any reopening of software, terminals etc.

## 10. Installation, Service and Repair

- 10.1 If the installation, service and repair take place at Buyer's premises, Buyer is responsible towards Seller for ensuring that the work can be performed under circumstances that are comply with applicable laws and regulations regarding working environment at the point of installation.
- 10.2 Buyer shall bear the costs of necessary safety precautions.
- 10.3 Unless otherwise agreed, Buyer shall at their own expense and in a professional manner prepare work such as: concrete work, foundations and similar construction

work as well as piping, wiring and other required connections.

- 10.4 Preparatory work must be finished before Seller's personnel arrives at the point of installation. Foundation and other sub-layers must be able to handle the load they have been designed for.

### 11. Drawings and Descriptions

- 11.1 All drawings and technical documents regarding delivery or production of the delivery, including documents that are entrusted to Buyer prior to or after entering of the agreement, shall remain the property of Seller.
- 11.2 Such documents cannot without the written consent of Seller be used for purposes other than commissioning, operating and maintaining of the delivery. The above documents cannot be used, copied, reproduced, surrendered to or in any other way brought to the knowledge of a third party without Seller's written consent.
- 11.3 Seller is not required to provide the documents on which the production of their deliveries are based.
- 11.4 If drawings, descriptions etc. have been provided free of charge in connection with the offer, they shall remain the property of Seller. Such documents can never in any respect be misused or passed on to a third party and must be returned to Seller if the offer is not accepted.
- 11.5 Seller retains all rights to know-how prepared and delivered by Seller. Buyer is only entitled to use such know-how in connection with Seller's delivery.

### 12. Complaints

- 12.1 It is the responsibility of Buyer immediately and upon delivery to check all deliveries on a running basis and point out in writing any defects/delays as soon as possible after the defect/delay was or could have been discovered including a detailed description of the problem. Buyer is obligated to provide any test specifications and test data themselves.
- 12.2 Complaints about deficiencies or other visible defects must be submitted no later than 10 days after receipt of the delivery. Otherwise, Buyer shall be precluded from making a claim.
- 12.3 Complaints about the contents of an invoice must be forwarded in writing no later than 10 business days after receipt of the invoice.
- 12.4 Delay can never be claimed more than 10 business days after delivery.
- 12.5 Defects can never be claimed more than 12 months after delivery.
- 12.6 In the event of a complaint, Buyer shall be entitled to start using the delivery or dispose of it in any other way, including returning it, only upon further agreement. If Buyer has complained about the delivery and it appears that there is no defect for which Seller is responsible, then Seller is entitled to compensation for the work and expenses that the complaint has caused Seller.

### 13. Remedy

- 13.1 Prior to a request for remedy, Buyer must complete fault finding procedures as instructed and Buyer must take the necessary precautions to protect any programmes, data and assets.
- 13.2 A delivery shall be construed as non-defective if it is essentially equivalent to appurtenant documentation as authorized by Seller. The same shall apply when assessing whether the functionality is deficient or not, the same shall apply meaning that it is essentially present but the way functionality is obtained may deviate from Buyer's requirements/wishes.
- 13.3 Seller's duty to remedy a defect and other claims

based on a defect shall not include defects that are caused by materials purchased by Seller, including constructions specified by Seller or from natural wear and tear, damage, vandalism, fluids, improper operation, improper installation by Buyer or a third party on Buyer's behalf, improper maintenance, a random incident or other circumstances within the scope of Buyer's responsibility or risk.

- 13.4 If a delivery is defective, cf. 13.1-13.2, Seller is required to take remedial action as soon as possible after such time when the defect has been established upon receipt of Buyer's appropriate complaint. If remedial action is impossible or in the view of Seller is impossible within a reasonable time or at a reasonable cost, Seller is entitled to full and final settlement at their own discretion by either (a) replacing the delivery within an appropriate time or (if this fails) (b) granting Buyer a pro rata reduction of the price.
- 13.5 Buyer shall arrange returning of the delivery to Seller for the remedial action. Buyer shall pay all expenses for transport and shipment in connection with the remedial action. If the remedial action is to take place at Buyer's address, Buyer must pay all additional expenses that are incurred by Seller, including expenses for salaries, travel, disassembling etc. in connection with replacement and/or repair work.
- 13.6 Claims based on a defect shall lapse in case of non-compliance with the agreed terms of payment or if changes or repair work is made on the delivery by Buyer prior to the expiry of the remedy period. Similarly, Buyer shall lose their right to make claims on account of defects/delays to the extent that Buyer fails to inform Seller about a defect/delay within the stipulated time limits.
- 13.7 Seller's responsibility for products including software delivered by a third party shall be limited to powers and legal consequences that Seller can pass on to the party/parties in question at no charge.
- 13.8 If the sold equipment has been altered or attempted serviced by other than Seller or a repair technician assigned by Seller, Seller is entitled to reject cost-free remedial action.

### 14. Responsibility and limitation of liability

- 14.1 The parties are liable for damages under the general rules of Danish law, however subject to the limitations described in this agreement.
- 14.2 Seller is only responsible for their own services and affairs. Seller shall under no circumstances be responsible for any defects/delays or otherwise for non-performance of the agreement to the extent that this is attributable to Buyer or a third party, including Buyer's non-performance or unwarrantable negligence, Buyer's user errors, communication infrastructure or other hardware, Buyer's alterations of or intervention in the delivery, defects or flaws in the data entered or delivered by Buyer (or Buyer's customers/suppliers).
- 14.3 Seller's responsibility for defects does not include defects or flaws in other software included in the delivery. Seller only undertakes to forward complaints about included software to Seller of this software.
- 14.4 Seller is under no circumstances liable for any indirect loss, including the loss of goodwill, loss of profit, loss of operation, stoppage, loss of data, loss of interest etc.
- 14.5 Seller is liable for defective products under the general rules of Danish law.
- 14.6 Seller's overall liability for damages shall, whatever the circumstances, be limited in terms of value as Buyer's claim for compensation is limited to a total amount equivalent to the sum paid by Buyer over the recent

12 months, however maximum DKK 500,000. The limitation in terms of value shall include all forms of liability and claims, including contractual and non-contractual damages, strict liability, warranty liability, penalties and claims for refund of received payments.

- 14.7 Every order shall be construed as a separate agreement with Seller and shall not entail any rights applicable to other orders regardless of a close connection or co-dependency between deliveries in this connection.
- 14.8 Seller's above-mentioned limited liability shall not apply if Seller is guilty of gross negligence.
- 14.9 Furthermore, Seller's liability is limited in time to one year after delivery.
- 14.10 If the sold equipment and/or software has been altered or attempted serviced by any other parties than Seller, Seller bears no responsibility for the delivery and for the consequences of such alterations.

#### **15. Force Majeure**

- 15.1 Force majeure exists if one party or its subcontractors are prevented from performing this Agreement (or subcontractor agreements related hereto) as a result of war; civil war; insurrection; epidemics; pandemics, public restrictions, including, but not limited to orders and recommendations from public authorities, which one of the parties is obliged to or chooses to follow; import or export bans; acts of God, including, but not limited to, earthquakes, storm surges, extensive flooding, tornadoes, volcanic eruptions; as well as widespread industrial action; fire or similar that should not or could not have been foreseen by the parties at the time of signing of this agreement  
(Or subcontractor agreements related hereto).

#### **16. Rights to Software, System Developments and Design**

- 16.1 To the extent that the software is a separate part of Seller's delivery or integrated in components that are a part of Seller's delivery, the following provisions shall apply in addition to the general terms of sale and delivery.
- 16.2 All rights to software belong to Seller exclusively, including intellectual property rights, rights to business secrets and right of ownership. The same applies to all rights to development and design of hardware, including printed circuit boards. Pursuant to these terms of sale and delivery, there has been no form of transfer of software rights except for the in this connection assigned limited right of use. If Buyer has contributed to the development of any part of the software in a way that results in a right to Buyer in accordance with the Danish Copyright Act, Buyer shall with this agreement accept that such rights are transferred to Seller without separate compensation.
- 16.3 Buyer shall only acquire a non-exclusive and non-transferable right of use to the delivered software and documentation. This shall apply to individually developed software as well as standard software and standard components. The right of use is of indefinite duration, however subject to Buyer's payment of annual software licences.
- 16.4 The software can only be used in connection with use of components where the software is an integrated part.
- 16.5 Transfer of software or right of use to a third party, reproduction, translation, adaptation, modification, decompilation, reverse engineering other than what is allowed through mandatory legislation, bypassing of keys or authorization codes is not allowed.
- 16.6 The delivery includes the software version applicable

on the day of the offer. Seller does not guarantee compatibility with other computer systems, including software or with new versions of the software.

- 16.7 If the delivery includes software to which other parties than Seller has a copyright, the rightsholder's license terms shall apply.
- 16.8 To the best of Seller's knowledge, Seller's R&D work does not infringe on any third-party intellectual property rights. If a third-party claim arises from such alleged infringement, Seller shall be entitled to conduct the legal proceedings at their own discretion on their own and Buyer's behalf including settling out of court in return for indemnification of Buyer from payment demands. If Seller deems the demand probable, Seller shall be entitled at their own discretion to obtain a right for Buyer to continued use or to remedy the infringement by changing/replacing the developed object. Otherwise, Buyer has no redress against Seller in connection with such infringements.

#### **17. Confidentiality**

- 17.1 Unless further confidentiality has been agreed in writing, both parties are bound by the duty of confidentiality as described in the Danish Marketing Practices Act covering all confidential matters which the other party and their contractual partners become aware of when fulfilling the delivery. Seller shall meet their obligations by ensuring that all of Seller's employees have assumed this duty of confidentiality in writing.
- 17.2 Seller is entitled to list Buyer as a reference and inform others about non-confidential delivery details.

#### **18. Partial Invalidity**

- 18.1 If one or more of the provisions in these terms of delivery are declared null and void, illegal or unenforceable, none of the remaining provisions' validity, legality or feasibility shall be affected by this. In that case the parties undertake to replace such invalid or unenforceable provision(s) with a provision/provisions that resembles/resemble the intended legal status to all intents and purposes.

#### **19. Venue and Choice of Law**

- 19.1 This agreement shall be subject to Danish law. Any disputes that cannot be resolved by negotiation, may be referred to the Danish Court of Justice.