

# HallMonitor's Terms and Conditions of Sale and Delivery

## 1. General

These terms and conditions of sale and delivery ("Terms") apply to all purchases, orders and other cooperation ("Purchase") between HallMonitor ApS ("HallMonitor") and the customer, unless otherwise agreed in writing between HallMonitor and the customer prior to the Purchase.

## 2. Offers

HallMonitor's written offers that do not specify an acceptance period will lapse if acceptance is not received by HallMonitor within 30 days of the offer date. Oral offers must be accepted immediately. HallMonitor's offers are subject to prior sale.

## 3. Prices

All prices are quoted in Danish kroner excluding VAT, freight, customs duties, taxes and other charges. If the prices for the offered or agreed delivery change due to changes in purchase prices, exchange rates, freight, customs duties, taxes, charges, etc., HallMonitor is entitled to change the prices offered and/or agreed with the Customer.

## 4. Payment

Upon dispatch, the Customer will receive an invoice for the agreed purchase price. The payment terms are fourteen (14) days net. Purchases in the form of services and support agreements are always invoiced annually in advance, unless otherwise agreed in writing. In case of late payment, interest on arrears of 1% per month will be charged from the due date. Payment by offsetting is not possible if the counterclaim is disputed. Failure to comply with HallMonitor's payment terms will be considered a material breach of contract entitling HallMonitor to suspend further deliveries and, with 5 days' notice, to remove the Customer's access to the system and to demand payment of any outstanding amounts, due and not yet due, immediately. HallMonitor may at any time require security for the full amount.

## 5. Product Information, System Requirements, Changes and Service

HallMonitor's standard service consists of HallMonitor units and a website for administration of the units. HallMonitor reserves the right to service the system if necessary. The system may be unavailable during the maintenance period. HallMonitor strives for the lowest possible downtime of the system, but there may be short periods of downtime. Data transferred to server solutions is sent via at least AES encryption and stored on the server with the same minimum encryption requirements. HallMonitor reserves the right to make changes to all specifications and systems without notice, if this can be done without significant inconvenience to the Customer. Transfer of subscription can be made against payment of a handling fee.

## 6. Cancellation

HallMonitor may cancel a previously confirmed order at any time at its own discretion, including but not limited to cases where the Customer has an unresolved financial matter with HallMonitor, where the Customer is in general financial difficulty or if HallMonitor is unable to deliver the Purchase.

## 7. Termination

The subscription runs for 12 months from the effective date and is then automatically renewed for 12 months at a time. The agreement can be terminated by both the Customer and HallMonitor within each 12-month period with 30 days' notice to the end of a subscription period. Termination must be in writing.

HallMonitor will not refund subscription payments, even if the subscription is terminated earlier in a period.

### **8. Special Provisions Regarding Installation**

HallMonitor does not offer installation. Installation is recommended to be carried out by a relevant professional. The Customer is responsible for assembly and installation including hanging and connection to power via the supplied power supply. The Customer must not modify or alter the box unless this has been approved in writing by HallMonitor in advance. HallMonitor disclaims any liability for damage caused by installation work.

### **9. Delivery and Shipping**

Shipping is by parcel post and is at the Customer's expense and risk. Insurance is only taken out by HallMonitor if this is agreed in writing. All deliveries of Purchase are at the Customer's expense and risk. The Customer must inform HallMonitor in writing if express and air shipments are required, or if the Customer requires a shipping method that differs from HallMonitor's normal shipping method.

### **10. Delivery Time**

The delivery time is set by HallMonitor at its best discretion in accordance with the circumstances prevailing at the time the offer was made and/or the agreement was entered into, but shall not be binding on HallMonitor, as HallMonitor will at times be dependent on third party deliveries of components, new developments, etc.

### **11. Defects and Complaints**

Upon delivery, the Customer shall immediately carry out such an inspection of the goods sold as is required by good business practice. If the Customer wishes to invoke a defect, the Customer must immediately (and at the latest 3 days after) the defect is or should have been discovered, notify HallMonitor thereof, stating the nature of the defect. If the Customer has or should have discovered the defect and the Customer does not complain as stated below, the Customer may not later claim the defect.

At HallMonitor's discretion, defects in the goods sold will be remedied, redelivered or the purchase price credited.

The Customer is obliged to return defective products at his own expense and risk to HallMonitor. To the extent that there is a justifiable complaint and HallMonitor chooses to repair or replace the item, HallMonitor will bear any costs of returning the repaired or replaced item to the Customer's address. Repairs or replacements must be made within a reasonable time. If the Customer has not claimed a defect to HallMonitor within 12 months of the delivery date, the Customer may not later claim it.

Changes to or interference with the goods sold without HallMonitor's consent shall release HallMonitor from any liability and any obligation. No warranty is given on purchased goods or services. HallMonitor draws attention to the fact that minor defects, which do not hinder the operation and use of the Purchase, are naturally occurring in such goods and services as HallMonitor delivers, wherefore such minor defects and adjustments must be accepted by the Customer in the time after delivery. Corrections etc. will always be attempted as soon as possible and at the latest within 4 weeks. Minor defects and adjustments to the delivered services, which are found in functionalities, software, etc., are thus not an expression of the fact that a Purchase has not been delivered, nor are they an expression of defects in the Purchase. If the product is hardware with built-in functionalities, the same applies, as minor defects and the need for adjustments to these cannot be an expression of a lack of delivery or constitute a defect in the product.



HallMonitor's liability only covers defects that occur under the working conditions stipulated in the agreement and under correct use of the delivery. HallMonitor's liability does not cover defects caused by material provided by the Customer, defects caused by the Customer's assembly, by incorrectly performed preparatory work on the part of the Customer, incorrect operation on the part of the Customer (or user) and circumstances occurring after the takeover, including defects caused by insufficient maintenance on the part of the Customer, changes to the delivery made by the Customer without HallMonitor's written consent, repairs which the Customer has carried out incorrectly and normal wear and tear. HallMonitor has no liability for defects beyond those mentioned above. This applies to any loss the defect may cause, including operating losses, lost profits and other economic consequential losses. This limitation of HallMonitor's liability does not apply if HallMonitor has been guilty of gross negligence. HallMonitor's total financial liability in relation to defects can never exceed the total contract sum for the relevant Purchase that caused the loss.

### **Reservation of title**

With the restrictions following from mandatory legal rules, HallMonitor reserves the right of ownership to the goods sold until the entire purchase price and the costs incurred for delivery, shipping and insurance, which are borne by HallMonitor on behalf of the Customer, have been paid by the Customer, or the agreed security has been provided, and until this has been done, the Customer is not entitled to dispose of the goods in a way that contravenes HallMonitor's reservation of title.

### **Intellectual property rights**

All intellectual property rights, including rights to products, patents, documents, drawings, designs, texts, source codes, image motifs, information, manuals, etc. that have been delivered by HallMonitor, or which the Buyer becomes aware of through the use of the services and in order to fulfill the purpose of the agreement, belong to HallMonitor.

It is specifically pointed out that HallMonitor has all copyrights to source codes produced by HallMonitor or HallMonitor's subcontractors, and that a Purchase made from HallMonitor will never constitute a transfer of copyright from HallMonitor to the Customer. The Customer may therefore not redistribute, resell, decompile or otherwise dispose of or trade in source codes.

It is pointed out that the delivered Purchases may include open source components. The license terms for the individual open source components apply to these, and thus have precedence over the Agreement between HallMonitor and the customer.

The Customer is entitled to use the services for the purpose, but is not entitled to transfer all or parts of HallMonitor's services. HallMonitor may at any time transfer its rights to a third party.

### **Personal data**

We are the data controller for the processing of the personal data we collect and receive about you as customers. The purpose of our processing of your personal data is to fulfill our agreement. The legal basis for the processing is thus Article 6 (1) (b) of the General Data Protection Regulation (GDPR).

We process the information that is necessary for us to contact you and fulfill our agreement with you. When it is necessary for the effective performance of our tasks, we collect information about you from publicly available sources.

Unless otherwise required by law, we generally store your information for a period of five years after the termination of the agreement, from the end of the financial year in which the case was closed.

As a data subject, you also have certain rights. You can read more about your rights on our website (<https://hallmonitor.eu/privacy-policy/>).

Personal data in the form of images that are automatically collected as part of the operation of the HallMonitor system are automatically deleted after 30 minutes during normal operation and processed according to a separate agreement.

## **Limitation of Liability**

HallMonitor shall not be liable for any loss suffered by the Customer as a result of interruptions, disruptions or breakdowns in products, services and services, regardless of whether the loss is due to system crashes or other circumstances at HallMonitor or a third party.

With regard to the use of open source products, HallMonitor expressly and completely disclaims any liability, including but not limited to direct and indirect losses, such as business interruption or other indirect losses, which may be caused by errors or security vulnerabilities in current or future updates in such open source programs or installed extensions.

HallMonitor assumes no liability for loss resulting from unauthorized access to the Customer's data and/or systems.

HallMonitor shall not be liable for loss of data in connection with the use of services or services as a result of the Customer's product, service or service not being able to be used as intended.

For claims relating to HallMonitor's performance or non-performance of its contractual obligations, the Customer is entitled to compensation for direct loss with the following limitations:

- HallMonitor's liability for damages is limited to direct damages/losses and is - regardless of the cause and regardless of the nature of the claim - limited to the total contract sum for the relevant Purchase that caused the loss.
- For ongoing services, such as subscriptions, the total contract sum is limited to a maximum of the invoiced amount for 12 months.

Consequential damages, i.e. damages to different items but with the same cause of damage, are considered as one damage and HallMonitor's liability for this is limited to the total contract sum for the relevant Purchase that caused the loss.

HallMonitor shall under no circumstances be liable to the Customer for lost profits, lost savings or other indirect losses or consequential losses caused by the use of the sold item or the lack of opportunity to use it, regardless of whether HallMonitor has been informed of the possibility of such claims.

HallMonitor assumes no liability towards other parties (including third parties) who benefit from or use the services provided by HallMonitor or gain access to them.

The Customer undertakes to indemnify HallMonitor against any obligations, losses, expenses or other costs that HallMonitor may incur in connection with claims from such other parties, including losses, damages or claims for defects from third parties, claims for infringement of intellectual property rights, and claims against HallMonitor as a result of the Customer's breach of the Agreement.

## **Product Liability**

HallMonitor is not liable for damage caused by the delivery after the takeover:

a) to real estate or personal property, which occurs while the delivery is in the Customer's possession,

b) to products manufactured by the Customer, or to products in which they are incorporated, or for damage to real estate or personal property caused by these products as a result of the delivery.

The aforementioned limitations of HallMonitor's liability do not apply if HallMonitor has been guilty of gross negligence.

For product liability, HallMonitor is liable and/or HallMonitor is otherwise liable in accordance with the provisions of Danish law on product liability, and HallMonitor cannot be held liable on any other basis.

HallMonitor's liability is limited to a total of DKK 10,000 for all product damage and/or product liability per calendar year.

Consequential damages, i.e. damages to different items but with the same cause of damage, are considered as one damage and HallMonitor's liability for this is limited to a total of DKK 10,000 per year for all product damage and/or product liability per calendar year.

The Customer shall indemnify HallMonitor to the extent that HallMonitor is held liable or claims for damages against third parties for such damage and loss for which HallMonitor, according to the above, is not liable to the Customer, or which exceeds the fixed amount limit.

The Customer shall immediately notify HallMonitor if a third party asserts product liability against the Customer. If HallMonitor is sued by a third party in connection with product liability, the Customer agrees to be summoned during the case or sued in the court or arbitration tribunal that handles the case.

In no case is HallMonitor liable for operating losses, loss of profit or other indirect losses.

## **Breach of Contract**

In the event of a breach of contract by the Customer, HallMonitor reserves the right to terminate the contract with immediate effect.

The following points are considered to be material breaches, but the list is not exhaustive.

- Failure to make timely payments after a reminder.
- Incorrect or missing customer information.
- Spreading viruses.
- Attempts to illegally enter networks, hacking and attempts to access other people's data.
- Resale, rental, lending, transfer, etc. of the delivered services and services to third parties without prior agreement with HallMonitor.

If the contract is terminated, the customer must pay the full subscription for the relevant subscription periods and cover any losses.

**Force Majeure**

HallMonitor shall not be liable to the Customer for losses arising from circumstances of an extraordinary nature which prevent, hinder or make it more expensive to fulfill the agreement, if these occur after the offer has been made and are beyond HallMonitor's control. In the event of force majeure, HallMonitor shall be entitled to postpone the delivery of the products or services for the period that the force majeure continues.

If the force majeure lasts for more than 3 months, either party may terminate the agreement with immediate effect.

HallMonitor shall not be liable for any damages or losses incurred by the Customer as a result of the force majeure.

**Disputes, Choice of Law and Jurisdiction**

Disputes between the parties that cannot be resolved amicably shall be settled in accordance with Danish law by the City Court of Esbjerg.