



General terms

Rev. 2.50



General

The following General Conditions apply to all jobs, tasks and services provided by Logos Consult unless these are expressly waived in writing.

Special purchasing conditions or specific performance requirements listed in for example the customer's order confirmation or other customer specific purchasing terms are not part of the parties' agreement except with the expressly written consent by Logos Consult.

The agreement between the parties is regulated by Logos Consult's quotes, proposals, order confirmation and these General Conditions unless an expressly written agreement re-places any of those. Quotes and proposals are valid for 30 days from the date of preparation and apply to their related consulting and other work during normal business hours: Monday – Thursday between the hours from 8:00 to 16:00 and Fridays between the hours from 08.00 - 15.00. Outside these normal business hours, Logos Consult is entitled to an additional fee.

If products, licenses, etc. ordered are no longer in production or not available unless at a considerable expense to Logos Consult, Logos Consult is entitled to make changes to the products and/or licenses ordered etc. if this can be done without undue inconvenience to the customer.

Delivery, invoicing and payment

Unless otherwise agreed upon in writing, Logos Consult will commence ordered work within 20 working days from date of order. Cancellation or postponement is only possible with the prior consent in writing from Logos Consult. In case of cancellation or postponement, Logos Consult has the right to bill the Customer for allocated working time that, due to the cancellation or postponement is lost and cannot be allocated to other projects.

Products such as licenses and related mandatory licensors' maintenance plans, hardware and literature are invoiced upon delivery. Services are billed on a continuous basis as work progresses. Payment terms are 14 days net unless specified otherwise. By paying later than the due date, a late fee is calculated according to the Interest Act. By non-payment of overdue invoices we reserve the right to postpone the project, alternatively terminate the agreement unless the overdue invoices are paid within 3 days of written notice. Additionally, Logos Consult is entitled to compensation under Danish law.

In case conditions on behalf of the customer impede or make impossible the implementation, Logos Consult reserves the right to postpone or alternatively cancel the project and invoice the customer for already delivered merchandise and services at current prices. The customer is not entitled to withhold payments for any counterclaims not accepted in writing by Logos Consult.

Unless otherwise agreed, delivery of equipment and programs take place at time of installation at the customer's site, at which time the risk transfers to the customer.

Fixed and variable rates

Products, including standard software, are settled in accordance with current price list. Unless other written agreement exists between the parties delivered consulting and programming tasks are invoiced based upon actual time spent plus any transportation and mileage costs according to the current price list. The customer may request specification of time consumption from Logos Consult's time registration system for up to 6 months after date of invoice.

Prices are adjusted once every year in January and are also subject to change with 30 days written notice.

All products and services are subject to lack of availability.

Guarantee and warranty

Solutions from Logos Consult generally are a combination of merchandise and services in order to create a solution with optimal functionality and economy. While technical components such as servers, personal computers, printers and networking equipment only are sold with the manufacturer's standard warranty (typically 12-24 months) and possible "Do-it-yourself guarantees", which means that a replacement part is shipped directly to the customer to be installed by the same, special terms exist for standard software. Logos Consult installs and - to some extent - develops enhancements to the standard software. We stand for the quality of our work, but Logos Consult assumes no liability for any errors or omissions in the standard software.

Standard software is supplied as-is. It is natural for any software provider to endeavor to correct any errors and make ongoing improvements and additions, but it should not be confused with a legal obligation to do so.

To the extent that Logos Consult is making enhancements to the standard program, Logos Consult warrants the quality of these enhancements. This means that Logos Consult will either correct such errors or bring back the enhanced parts of the program to its original state; however Logos Consult is not responsible for any resulting effects caused by their use including direct or indirect losses. Therefore no liability can be directed towards Logos Consult in that regard.

The customer is responsible for testing both the standard software as well as any enhancements prior to their use.

Implementation of ERP systems is often a lengthy process that starts several months prior to the programs are put into use, and ends quite some months or even years after going live. Along the way users may get new ideas and want to add functionality, and maybe errors are discovered in the enhancements, that Logos Consult have made.

Any claims must be received by Logos Consult within 3 months after delivery of individual services irrespective whether any deficiencies only become apparent later. Claims made after this date are considered as a new request that will be invoiced according to the current price list.

Logos Consult recognizes only claims of errors or deficiencies by issuing a credit note with reference to the deficient delivery. It is the customer's duty to ensure that he has received a credit note before starting a task if he wants it done as warranty work.

Any repair or replacement does not extend the warranty period. Logos Consult is exempt from any obligations in relation to the delivered products or services - including requirements stipulated by the Product Liability Act - to the extent that the customer makes changes to the equipment, programs and/or adding/making adjustments to additional equipment and functionality without the written consent from Logos Consult. In the event that such changes/additions cause additional work for Logos Consult, the customer will be invoiced for this additional work.

Data Responsible for personal data

The customer is data responsible and is responsible for processing the personal information that the Customer processes and sends to Logos Consult in order for Logos Consult to fulfill its contractual obligations to the Customer.

Data Processor of personal data

Logos Consult is a data processor of the personal data record valid at any time and deals solely with information on behalf of the data responsible. The processing occurs only temporarily in connection with the preparation, testing, analysis and troubleshooting of the Customer's ERP system. Logos Consult processes only the personal data provided by the data responsible in accordance with the data responsible's instructions. Logos Consult is required to comply with the data protection legislation currently in force.

If Customer provides data embedding personal information to Logos Consult, the Customer shall, as a data responsible, inform Logos Consult expressly. At the same time, the customer shall instruct Logos Consult in processing the personal data provided, including whether the personal data provided by the data responsible should be anonymized by Logos Consult upon reception, and when the data responsible wishes the data provided to be deleted from Logos Consult's systems.

Logos Consult shall, at the Customer's request, provide this sufficient information to ensure that Logos Consult has taken the necessary technical and organizational safety measures.

Safety Precautions personal data

Logos Consult has taken the necessary technical and organizational safeguards against the Customer's data during the retention period coming to the knowledge or misuse of the information. Logos Consult uses, in accordance with good practices, backup and antivirus procedures to prevent data loss or parts due to power failure, fire, virus attacks or other production disturbances.

Logos Consult only stores copies of data for which the Customer is responsible, and consequently has no liability in the event of any destruction of such data.

Logos Consult has the right to anonymize personal information that the Customer has provided in copy to Logos Consult for the purpose of solving a task. Logos Consult may require separate payment for such anonymization.

Logos Consult is required to immediately notify the Customer of any breach of data protection rules or other irregularities in the processing of personal data.

Alterations and expansions/additions to existing equipment

If the project includes the modification/expansion of existing equipment/programs, Logos Consult's liability for its content is limited to the alteration/expansion itself including directly related services. Should such modification or expansion prove unworkable or inappropriate, the responsibility of Logos Consult in this regard is limited to bringing the equipment back to the state it was in prior to the modification/extension. Any intervention in or enhancement to existing equipment/programs requires that the customer has obtained the necessary licenses to use any installed programs and operating systems. It is always the customer responsibility that any such license rights have been acquired prior to any modifications or expansions of existing equipment.

Intellectual rights, rights of use and transfer

Logos Consult and Logos Consult's subcontractors or vendors own the copyright and any other rights to the delivered software and the customer is liable for any violation of those rights, including the transfer of use to third party sale, lease, loan or otherwise. The customer acquires only a non-exclusive right to the agreed number of licenses for the delivered software.

If the standard programs are supplied by subcontractors or vendors to Logos Consult, the Customer must comply with the subcontractors' or vendor's license terms and rights of these programs in accordance with current Danish law regarding copyright and ownership.

Product Liability

Logos Consult is responsible for damage caused by goods delivered according to the Law of Product Liability. Responsibility for damage to property is limited to and can never exceed the cost of the invoiced products and services.

Logos Consult is not liable for property damage, interruption of business, loss of profits or any other consequential loss to the customer or to his customers.

Confidentiality

In connection with the project implementation both during and subsequently, the customer as well as Logos Consult must exercise full discretion and exhibit confidentiality of all confidential information acquired about the other party in connection with the cooperation. Likewise neither of the parties has the right to use the other party's trade secrets and/or confidential information acquired.

Converting data

Customer is responsible for retrieval of data from existing systems.

Help in using the programs

Logos Consult provides billable support, paid by the Customer either by a Service Agreement or by time consumption. The Customer is liable to pay Logos Consult for all support events initiated by any of his employees.

Delays

Customer should be aware of the presence of risk of delays. For example Logos Consult may be affected by delays or distress by suppliers, become ill or have underestimated the extent/complexity of some sub-tasks.

Any delay, for whatever reason, is inconvenient for both parties of an IT project. Therefore, a contingency plan should be built into the project to cope with such delays.

Logos Consult emphasizes that the customer's daily operations should not be influenced significantly by any delays. Any delay may require that operation to be continued in the old system for a period of time and that certain tasks that the customer were to perform on the project may be delayed. If any delay is of detrimental consequence to the customer's business, the parties should jointly take that into account in the final implementation schedule.

It is always the responsibility of the customer to disclose such conditions prior to implementation in order to try to avert delay to the greatest extent possible. Logos Consult assumes no penalties or other fines arising from delays, and the customer can in no way make a claim against Logos Consult.

If the final delivery is delayed for more than 30 days as a result of delays caused by Logos Consult or his suppliers, the customer may cancel the agreement in writing and by paying for merchandise and services delivered by Logos Consult up until the time for such cancellation. Cancellation can only happen if the delay is due to gross negligence by Logos Consult.

Delay of any partial deliveries does not grant access to cancel the agreement.

Original document

These terms are a non-binding translation of Logos Consult's Danish document *Generelle betingelser rev. 2.50*. In case of any dispute, the Danish version of these general conditions prevails.

Venue

Any disputes between the customer and Logos Consult are to be settled by the Court of Kolding, Denmark as the proper venue.

