Telefon: (+45) 7671 0000
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The following terms and conditions shall apply unless otherwise agreed upon in writing between Codeex A/S ("Codeex") and the customer ("Customer"). All transactions shall be considered commercial transactions. For certain types of contracts, supplementary terms may apply, in which case they shall take precedence over Codeex' general terms and conditions (this document). In case of an inconsistency between Codeex' terms and conditions and the Customer's general terms, Codeex' terms and conditions shall prevail unless otherwise agreed upon in writing.

**1. BASIS OF AGREEMENT**

1.1 An order shall not be considered binding for Codeex until Customer has received a confirmation of the order in writing or upon delivery. Codeex shall confirm the order using the price applicable at time of confirmation. If the confirmation of the order deviates from the Customer's order, Customer shall immediately and no later than 8 days after reception of the confirmation contact Codeex to remedy the deviation. Otherwise, the order confirmation will apply.

1.2 Any quote made by Codeex is only binding once the Customer has accepted the quote and no later than 8 days after the quote has been submitted.

1.3 In case of goods not in stock at Codeex, any quote or order involving such goods is made on the assumption that such goods can be acquired. If that is not the case, Codeex can withdraw the quote or annul the order without the Customer being entitled to any compensation from Codeex.

**2. PRICES**

2.1 All prices include packing and Danish customs fees but exclude VAT, freight costs, credit card fees, and other public fees, if any.

2.2 Services, including advice etc. from Codeex towards the Customer are invoiced according to Codeex standard hourly rates. Transport and other costs are settled separately.

2.3 All product service is rendered under the assumption that the products have been correctly installed and not tampered with. In case of a service agreement, the Customer can only make alterations to the product after consulting with Codeex. Otherwise, Codeex will charge separately for services on altered products according to our standard rates.

2.4 All deliveries will include a delivery fee as set by Codeex

2.5 In case of Customer asking for an invoice in hard copy, an invoice fee of DKK 150,00 will be added.

2.6 Up to the day of delivery, Codeex reserves the right to adjust prices for the delivery due to changes in currency exchange rates, purchase costs, customs, freight and insurance rates or other factors outside of Codeex' control. Should Codeex incur additional costs due to Customer circumstances, Codeex reserves the right to demand compensation.

2.7 Codeex reserves the right for out-of-stock items and price errors.

**3. PAYMENT**

3.1 Unless otherwise agreed, payment due date is upon delivery. Should the Customer's payment method not go through, the purchase will not be completed, and Codeex will not consider the order accepted.

3.2 In case of a delay in payment, Customer will be charged 2% of the purchase sum every month from delivery. Furthermore, Codeex is entitled to a fixed compensation for delayed payment of DKK 310.00 in addition to other collection costs.

3.3 If Customer payment is delayed, and/or if Codeex does not receive satisfactory credit information about Customer, Codeex is entitled to halt delivery until pre-payment or security has been made. Should this payment or security not be in place within a time limit set by Codeex, Codeex is entitled to annul the transaction.

3.4 Customer's obligation to pay on time is independent of any complaint by Customer. Customer is not entitled to offset. If the parties have entered into a credit agreement, and the Customer is fully or partially in arrears with an instalment, the full remaining debt is immediately due for repayment.

3.5 If Codeex chooses to terminate the agreement due to Customer's breach, Codeex is entitled to compensation corresponding to 25% of the purchase price, unless Codeex has suffered a greater loss.

**4. RETENTION OF TITLE**

4.1 Codeex retains title to the delivered goods until full payment has been made.

4.2 In case of repossession, Customer must compensate Codeex for any and all costs and losses incurred by Codeex.

**5. DELIVERY**

5.1 Shipping is Ex Works.

5.2 Goods will be shipped from Codeex' warehouse or that of a Codeex supplier to the delivery address given by Customer.

5.3 Delivery is made as soon as possible, taking into consideration delivery times of Codeex subcontractors, if applicable. Thus, Codeex is entitled to make successive deliveries and invoicing. The agreed-upon delivery time is deemed to have been met when Codeex has shipped the delivery or otherwise made it available to the Customer. If the Customer has requested changes or additions to the delivery, the delivery time will be extended by the time required by the change or addition.

5.4 Customer pays a fee corresponding to 2% of the agreed-upon sales price of the goods per month or part thereof for goods that Codeex must keep in stock, if the Customer wishes to receive a collective delivery or if the Customer wishes a specific future delivery date.

5.5 If Codeex does not deliver on time, cf. clause 5.1, and if the Customer wishes to exercise default remedies, the Customer must notify Codeex of a new, reasonable deadline for delivery. If delivery has not been made before the expiry of the reasonable deadline, the Customer is entitled to cancel the purchase. If Codeex has not been notified of such reasonable time limit within two days of the delay, the Customer loses their right to cancel and Codeex must deliver as soon as possible.

**6. DEFECTS AND COMPLAINTS**

6.1 The Customer is obliged to inspect the delivered goods upon receipt. If the Customer finds that the delivered goods are defective, the Customer must immediately register a complaint with Codeex. In the case of defects that have occurred during shipping and not being immediately visible upon delivery, the Customer must complain within 5 days of receipt. Complaints must be made in writing. If the Customer does not complain in time, the Customer's right to claim the defect lapses. This deadline also applies to complaints about services etc.

6.2 A defect is not considered valid for complaint if the Customer has used the delivered goods incorrectly, including disregarding guidelines from Codeex or subcontractors, or if the Customer or a third party has made changes to or tampered with the delivered goods without Codeex' consent.

6.3 If the Customer makes a timely complaint, Codeex is entitled, at its own discretion, to make a replacement delivery or remedy within a reasonable time. If Codeex carries out timely replacement or rectification, the Customer is not entitled to cancel the agreement or claim damages as a result of the defect. Codeex is entitled to carry out one or more repairs/replacements.

6.4 If Codeex finds that a product complained about by Customer is free of defects, Codeex is entitled to invoice costs incurred by Codeex in connection with the wrongful complaint. If the goods are not replaced or remedied in a timely manner, the Customer alone has the right to cancel the agreement or demand a proportionate reduction.

6.5 The Customer may only cancel the agreement for the part of the total delivery that is delayed, including cases of force majeure, or is defective.

6.6 Sold products cannot be returned unless an agreement has been made in writing with the Codeex sales department. This agreement must state which products are to be returned, their condition, and the price at which the products will be credited. All returns are at the Customer's expense and risk.

**7. LIABILITY**

7.1 Codeex is not liable for indirect losses, including loss of profit, goodwill, missing or unrealised financial benefits and objectives, loss of production, loss of data, loss due to Codeex' deliveries not being used as intended, or loss as a result of the cancellation or breach of an agreement with a third party.

7.2 Codeex liability for any loss or damage is limited to 25% of the amount paid by the Customer for the product or service on which the claim is based and may not exceed DKK 250,000.

7.3 Codeex is not liable for damage to property, including damage to buildings, caused by a defect in the delivered product. Nor is Codeex liable for damage to products manufactured by the Customer and incorporating Codeex products or for products incorporating such products manufactured by the Customer. Codeex thus disclaims to the greatest extent possible and in accordance with mandatory Danish law product liability and intermediary liability. To the extent that Codeex is subject to product liability towards third parties, the Customer is obliged to indemnify Codeex to the same extent as Codeex liability is limited.

**8. PRODUCT INFORMATION**

8.1 Information from Codeex or a Codeex business partner regarding usability, weight, dimensions, capacity and technical data of products in catalogues, brochures, prospectuses, advertisements, etc shall be regarded as approximations only and cannot be regarded as assurances. Nor does Codeex guarantee that the delivered goods will meet the Customer's needs or intended use, unless the Customer has requested this, and this has been accepted by Codeex. Codeex reserves the right to make construction and/or design changes before delivery as well as during the delivery process in case of multiple deliveries.

8.2 If products require special documentation for installation, connection, operation and/or maintenance, Codeex will provide the Customer with such documentation no later than at the time of delivery. Codeex may stipulate that such description be treated confidentially. Codeex is not obliged to disclose source codes.

8.3 Codeex may offer to install the delivered products for Customer in accordance with the manufacturer's guidelines. For such installation, Codeex will charge standard hourly rates. Any such installation cannot postpone transfer of risk or due date for payment for the delivered products.

8.4 All products, spare parts, technical data, software and documentation may be subject to import and export laws, rules and other regulations, including but not limited to regulations originating from Denmark, the EU, USA and the relevant import country in the event that the buyer exports the goods. The Customer must comply with all import and export laws and other regulations as well as obtain all necessary permits and/or licences as a result thereof.

**9. RIGHT OF USE, WARRANTY AND TRANSFER TO THIRD PARTIES**

9.1 If the agreement includes standard software or software developed by Codeex specifically for the Customer, the Customer obtains a non-transferable and non-exclusive right to use the software specified in the agreement. The right of use is limited to the number of concurrent users specified in the agreement. If the number of users is not specified, the right of use applies only to the equipment on which the software is installed upon delivery. The software must be used in accordance with instruction manuals and similar material. The customer may not copy the software and/or documentation material and may not change the software without prior consent from Codeex. If the Customer makes changes to the software, the Customer bears full responsibility for such changes.

9.2 The delivered goods are solely subject to Codeex subcontractors' or manufacturers' warranties, warranty periods and complaint deadlines and the terms thereof. Codeex does not provide any independent warranties or other rights for the delivered goods.

9.3 Codeex reserves the right to replace parts of a delivery with parts of the same quality as those originally agreed, provided the Customer is informed in writing of such replacements in the case of deliveries where it is not crucial to the Customer if the product is from one manufacturer or another. Codeex is also entitled to make minor changes to deliveries where it is deemed technically necessary.

9.4 Codeex A/S is entitled to transfer rights and obligations to a group company.

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**10. DISPUTES**

10.1 Any disputes arising as a result of these Terms and Conditions are governed by Danish law with the exception of conflict of laws rules in Danish law. The competent court shall be in the jurisdiction of Codeex' domicile.