

Lean-On's General Terms and Conditions of Sale and Delivery

1. Scope

The current general terms and conditions of sale and delivery of Lean-On A/S (hereinafter referred to as "LEAN-ON") for the customer (hereinafter referred to as "the Customer") apply to the sale of any service from LEAN-ON, unless expressly modified or waived by any other written agreement. Should the Customer set out special or general terms and conditions in tender documents, orders, acceptances, or conditions of purchase, etc., the terms and conditions herein will not be considered waived unless LEAN-ON has accepted such a waiver in writing.

2. Technical information, brochures, etc.

Product information, illustrations, drawings and information on technical data such as, for example, performance, uptimes, response times, etc. in brochures and PowerPoint presentations on LEAN-ON's web site, etc. are for reference only. LEAN-ON's information is only binding when a separate written expressly stated warranty is provided as part of the Agreement.

The Customer is aware that the delivery is a standard product and the Customer and the end user, respectively, are fully liable for selecting the product, including achieving the expected results and functionality and ensuring that the product can be used in the end user's existing or planned operating environment.

3. Delivery and date of delivery

LEAN-ON shall deliver the products and services, cf. the separate agreement pertaining to this (hereinafter referred to as "the Agreement"). As per LEAN-ON's choice, delivery will be made Ex Works "LEAN-ON Skanderborg" or Ex Works "LEAN-ON Taastrup" (INCOTERMS 2000), unless otherwise agreed in writing for the specific case. Should delivery be prevented due to reasons on the part of the Customer, the products will be stored in LEAN-ON's warehouse at the risk and expense of Customer. LEAN-ON is entitled to charge warehouse rent and claim reimbursement of costs, etc.

Each delivery date stipulated by LEAN-ON is the 'best estimate' delivery date and is not therefore binding for LEAN-ON, unless the agreement expressly sets out a fixed delivery date for the whole service or part thereof.

If a fixed delivery date has been expressly agreed upon, LEAN-ON is entitled to extend the date by up to 10 working days calculated from the original fixed delivery date.

Should LEAN-ON exceed the extended delivery date by more than 45 working days, the Customer is entitled to cancel the order in question.

If the Customer chooses to cancel the order, the Customer is only entitled to reimbursement of any earlier payments for the delayed service - this does not, however, apply to payment for other services. The Customer cannot assert any other rights for breach of contract in connection with the delay, and thus is unable to claim compensation of any kind, including compensation for operating losses, consequential losses or other indirect damage.

4. Payment

Unless otherwise agreed in writing, the purchase price is due for payment upon delivery with the final payment due date being 14 days after delivery.

In the event of late payment, the Customer shall pay 1.5% interest on the due amount per commenced month from the latest payment due date until the amount is deposited into LEAN-ON's account at LEAN-ON's bank.

The Customer may not offset the purchase price against claims relating to other legal matters nor exercise retainment rights or refuse to pay on the grounds of a delay, complaint or counterclaim for the delivery concerned.

LEAN-ON only accepts orders following a prior credit approval.

LEAN-ON carries out an annual price index adjustment according to the development of the consumer price index stipulated by Statistics Denmark.

5. Property rights

LEAN-ON retains property rights to all deliveries until payment has been received for each partial delivery.

6. Warranty

LEAN-ON provides the Customer with a warranty equivalent to that LEAN-ON receives from LEAN-ON's suppliers/manufacturers. Reference is made to the provisions of each supplier's/manufacturers' applicable warranty. LEAN-ON will offer no other warranty, unless expressly agreed upon in writing.

7. Complaints and defects

The Customer is obliged to immediately, and no later than the weekday after receipt of a delivery, perform a check on the service and examine the service for any potential deficiencies.

Should the Customer discover any deficiencies, the Customer must immediately submit a written complaint to LEAN-ON specifying the deficiency. Complaints must be submitted within the deadline, otherwise the right to claim the presence of a deficiency will be waived.¹

All claims against a deficiency, regardless of the nature, must be made within 12 months of delivery. Should the Customer neglect to do this, the Customer will not have the right to assert a complaint about the deficiency.

LEAN-ON's liability for faults and deficiencies is always limited to LEAN-ON's discretionary decision, regardless of the situation. Redelivery may also apply. The Customer cannot assert any other remedies for defective performance.

8. Product liability

The product liability of LEAN-ON follows the provisions of the Danish Product Liability Act, which cannot be waived by agreement. LEAN-ON assumes no liability for any other product damage. The Customer is obliged to notify LEAN-ON in writing and without undue delay if the Customer becomes aware of losses incurred through the purchased product(s), through the assertion of such damage from a third party or there being a risk of such damage occurring.

Should LEAN-ON have any liability towards third parties, the Customer is obliged to indemnify LEAN-ON according to the limitation of LEAN-ON's liability under the clause herein.

9. Limited liability

Regardless of the basis on which a claim is made and the degree of negligence, LEAN-ON is not liable for indirect losses or consequential damages such as operating losses, lost markups, the loss of data or costs associated with data recovery, the loss of goodwill, corrupt messages, the loss of the expected savings and similar events. LEAN-ON's liability for any loss or damage is limited to 25% of the amount the Customer has paid for the service (or lack thereof) on which the claim is based. Regardless of the amount paid for the service, LEAN-ON's total liability is subject to a cap of DKK 100,000.

10. Violation of third-party rights

With regard to the Customer, LEAN-ON is responsible for ensuring that the services do not infringe any third-party intellectual property rights. If a lawsuit is filed against the Customer in which it is claimed that such a violation exists, the Customer is obliged to immediately inform LEAN-ON thereof. LEAN-ON or the third party from whom LEAN-ON acquired the service or has a licence for the service shall thereafter take over the case and assume the associated legal costs. In addition, LEAN-ON has the irrevocable power to proceed with a court case or settle the alleged violations at the company's own expense.

Should an absolute, unappealable judgment be passed for the third party's claim, LEAN-ON is entitled, at its discretion, to ensure that the Customer receives the right to continue using the service, to end the violation through changing or replacing the service with another service that essentially has the same functionality as the agreed service, or, to terminate the agreement with immediate effect by reimbursing the payments LEAN-ON has received. In such cases, the Customer cannot file any further claims against LEAN-ON.

11. Special software requirements

Special licence terms and conditions, etc.

The supplied software is subject to the manufacturer's licence terms and conditions, which the Customer has noted. The manufacturer's licence terms and conditions apply in addition to these general terms and conditions of sale and delivery to the extent that they give the Customer greater obligations or waive the Customer's rights in relation to the terms and conditions of sale and delivery herein.

12. LEAN-ON's developments

LEAN-ON retains all intellectual property rights, including copyright to deliverables developed by LEAN-ON. In the event of resale, the Agreement allows the Customer to provide the end user of the deliverables a non-transferable, perpetual and non-exclusive right to use the applicable deliverables.

13. Cancellation of consulting services and training courses

If cancelled up to 14 working days prior to start-up of the activity, no fee will be charged.

If cancelled three to five days prior to start-up of the activity, 50% of the estimated/agreed sum will be charged.

If cancelled less than three days prior to start-up of the activity, the full estimated/agreed sum will be billed - though without transport costs.