

# TJEKVIK DIGITAL SERVICE RECEPTION

## Standard lease agreement terms

### 1. SCOPE OF APPLICATION

- 1.1. These standard leasing terms apply to all leases and additional services, updates and aftersales to the extent that they are not explicitly deviated from by another written agreement.
- 1.2. The lessor/owner (hereinafter referred to as Autoinnovation) offers leasing of standard products without individual consultancy.
- 1.3. The responsibility for selecting the leased item(s), including software updates, rests with the Lessee only.
- 1.4. Unless otherwise agreed in writing, the Lessee bears the risk related to compatibility of software and updates with the Lessee's other IT solutions. The responsibility for maintaining updates rests with the Lessee only.

### 2. OFFER

- 2.1. Autoinnovation's offer is valid for 14 days after the offer date unless otherwise indicated.

### 3. TITLE AND COPYRIGHT

- 3.1. The leased item(s) are the property of Autoinnovation. The lessee is not entitled to sell, charge or in any other way exercise legal rights in relation to the leased item(s).
- 3.2. Type descriptions, production numbers and the like, used to identify the leased item(s), may not be removed.
- 3.3. Autoinnovation can require that the leased item(s) is/are equipped with signs and labels indicating Autoinnovation's title.
- 3.4. Autoinnovation's title also includes objects added to or replacing parts of the leased item(s).
- 3.5. Copyright in all software, manuals and illustrations made available to the Lessee are the property of Autoinnovation. The lessee is not entitled to further develop, sell, charge, or in any other way exercise legal rights in relation to such materials. See also clause 16.

### 4. RIGHT OF USE

- 4.1. The Lessee has responsibility that both private and public regulations applying to the use of the leased item(s) are complied with and that all permissions required are obtained. The Lessee has been made aware of the existence of mandatory data protection regulations. The Lessee must indemnify Autoinnovation against any liability that this party may incur relative to public or private parties as a result of the use made by the Lessee of the leased item(s) or the data collected, including as a result of non-compliance with data protection regulations or not obtaining the permission of the end customer.
- 4.2. The leased item(s) may not be leased out, lent or transferred to a third party.
- 4.3. The leased item(s) may not be altered, reconfigured or replaced without the written consent of Autoinnovation.
- 4.4. The leased item(s) may not be integrated into buildings or other objects in such a way that Autoinnovation loses its title.
- 4.5. Autoinnovation is at any time entitled to inspect the leased item(s) within the Lessee's normal hours of business. If during the inspection defects are ascertained in maintenance or objections to the use of the leased item(s) are made, the Lessee must immediately comply with Autoinnovation's directions related to this and rectify the defects ascertained.
- 4.6. Autoinnovation continuously develops general updates to the software which is an integral part of the leased item(s) at the time of delivery. The Lessee is entitled to use any such updates without charge during the Lease Period to the same extent and on the same terms as for the original software.

### 5. TERMINATION, LEASE PERIOD AND LIMITED RIGHT OF CANCELLATION

- 5.1. The Lessee can terminate time-limited agreements at the notice stated in the order.
- 5.2. The Lessee can terminate agreements not limited in time at 12 months' notice to the end of a month.
- 5.3. The lease commences on the day when the leased item(s) are delivered by Autoinnovation to the Lessee's place of business or the address agreed between the parties.
- 5.4. The Lessee has eight working days' right of cancellation counted from the delivery date. The right of cancellation is subject to the right of cancellation being exercised in writing before the end of the deadline and that the leased item(s) is/are made available to Autoinnovation, entirely and without any form of damage, within normal business hours at Autoinnovation's warehouse address. In such an instance, the cost of returning the leased item(s) to Autoinnovation's warehouse is paid by the Lessee.

## 6. FEE

6.1. The fee is exclusive of VAT. The fee is determined on the basis of the taxes, levies, contributions, etc. applicable at the time of conclusion of the agreement. If these are changed or if new taxes, levies, contributions or the like are introduced, Autoinnovation is entitled, from the time of change to the tax, to perform a pro rata adjustment of the fee under this agreement.

6.2. Payment must be received by Autoinnovation on the date indicated as the payment deadline in the invoice. Where such date is not indicated, payment must be made immediately on delivery (cash on delivery). If the Lessee is unable to receive the delivery at the agreed delivery time, payment falls due as if delivery had been made.

6.3. In case of late payment of the fee or any other outstanding charges under the Lease Agreement, Autoinnovation is entitled to charge interest on sums due at 2.0% per month commenced and a EUR 25 reminder fee.

6.4. The Lessee is not entitled to offset any counterclaims against Autoinnovation which have not been acknowledged in writing by Autoinnovation, nor is the Lessee entitled to withhold any payment as security for the fulfilment of any claims.

6.5. Loss of or damage to the leased item(s) as the result of events not relying on circumstances related to Autoinnovation does not release the Lessee from the obligation to pay the fee. In case of loss of or irreparable damage to the leased item(s) and on termination of the Lease Agreement, any outstanding balance between the parties are settled in accordance with clause 17.

6.6. Orders totalling less than EUR 350 (ex VAT) per delivery address are subject to a EUR 25 handling fee.

6.7. Invoices are issued as electronic invoices which will be sent via email. If the Lessee requires a paper-based invoice, a EUR 20 invoicing fee is charged per invoice.

6.8. Any orders not included in the original order, including subsequent add-on orders, are subject to shipping costs.

## 7. DELIVERY – LESSEE’S DUTY OF INSPECTION

7.1. The delivery location is the Lessee’s place of business. Delivery has taken place when the leased item(s) is/are available to the Lessee at their place of business or at the separate delivery locations agreed between the parties.

7.2. If a delivery location other than the Lessee’s place of business is agreed, transportation to such location, including any loading, must be at the Lessee’s cost and risk. It is specified that the transportation is at the Lessee’s risk, and that it is the responsibility of the Lessee to take out transport insurance, irrespective of whether the transportation takes place at Autoinnovation’s cost under a separate agreement.

7.3. Immediately upon receipt, the Lessee must carry out a careful inspection of the leased item(s) to ensure that the delivery is free from defects and has been made in conformity with the agreement. If at this time the Lessee believes that the item is defective, the Lessee must, if they wish to seek rectification, notify Autoinnovation in writing within eight days of receipt.

## 8. MAINTENANCE AND SET-UP

8.1. The Lessee is obliged to maintain the leased item(s), such that the leased item(s) is/are not allowed to deteriorate beyond the result of normal wear and tear.

8.2. The leased item(s) must be placed on a level surface in a dry and heated room (minimum 10 degrees Celsius) which is either locked or supervised. It is the Lessee’s responsibility and risk that the terminals are set up in such a way that they are protected around the clock against theft and/or burglary and/or vermin. Where the leased item(s) is/are to be set up and used under different conditions, this requires separate agreement.

8.3. During maintenance, the Lessee must carefully follow Autoinnovation’s instructions and the relevant maintenance regulations as indicated in manuals and similar materials from Autoinnovation.

8.4. All repairs and mandatory servicing must be performed by Autoinnovation or a technician approved by Autoinnovation. Payment for this is made at list prices and otherwise invoiced on market terms.

8.5. The Lessee may not repair or in any other way modify or reconfigure the leased item(s) other than in accordance with clause 8.1.

8.6. Where Autoinnovation is in charge of inspecting the leased item(s), Autoinnovation must perform all types of servicing, both regular servicing and mandatory servicing, at the Lessee’s cost. Payment for this is made at list prices and otherwise invoiced on market terms.

## 9. RISK, REPLACEMENT DELIVERIES AND REPAIRS

9.1. The Lessee bears the risk of the accidental destruction of or damage to the leased item(s) from the moment of delivery and until the leased item(s) has/have been returned to Autoinnovation.

9.2. If the leased item(s) is/are damaged, destroyed or degraded, irrespective of cause, even when this is not attributable to circumstances for which the Lessee or the Lessee's employees are responsible, the Lessee is still be liable to pay compensation. The Lessee must immediately notify Autoinnovation of such incidents.

9.3 In case of accidental destruction of or damage to or loss of the leased item(s) as the result of theft or vandalism, Autoinnovation must make replacement software available to the Lessee, without charge, for the remaining Lease Period, and must supply replacement terminals for the remaining Lease Period against payment of compensation of maximum EUR 7,000 by the Lessee for each damaged or destroyed terminal.

9.3. Any kind of repair of damage must be paid for by the Lessee and carried out by Autoinnovation or a technician approved by Autoinnovation.

## 10. INSURANCE

10.1. The Lessee is obliged to take out product liability insurance and comprehensive insurance for the leased item(s) unless agreed otherwise. Autoinnovation can require to be shown documentation for this.

## 11. DELAYS

11.1. Delivery times are determined by Autoinnovation on the basis of best estimates based on the circumstances at the time of conclusion of the agreement. Delivery within three days of the delivery date agreed in writing is considered delivery in time, meaning that the Lessee is not entitled to any particular consideration in that respect except where otherwise agreed.

## 12. REMEDIES OF DEFECTS

12.1. If the leased item(s) is/are defective, Autoinnovation entitled to perform remedy or redelivery, to include replacing the leased item with another product of the same type and condition.

12.2. Only if Autoinnovation is unable to redeliver and/or rectify, correct defects or make adjustments, etc. within a reasonable time after receiving the Lessee's justified complaint in writing can the Lessee be able to enforce any other remedies for breach.

## 13. LESSEE'S BREACH

13.1. Autoinnovation can cancel the Lease Agreement and demand compensation for their losses where the Lessee is in material breach of their obligations under the Lease Agreement and/or agreement with Autoinnovation's financial partner. Significant breach means (for example but is not limited to):

13.1.1. that the Lessee fails to pay due fee or any other amounts due no later than eight days after the maturity date;

13.1.2. that the Lessee is administered in bankruptcy proceedings or restructuring, implements an unpublished suspension of payments or experiences financial difficulties which are not considered to be of a temporary nature, enters into negotiations regarding composition or debt restructuring, enters into liquidation or dies, and that the estate does not adopt the Lease Agreement within eight days of receiving a request to do so and provides sufficient security;

13.1.3. that the Lessee fails to maintain the leased item(s) or avoids necessary repairs to it/them;

13.1.4. that the Lessee refuses access to Autoinnovation to inspect the leased item(s);

13.1.5. that the Lessee, contrary to clause 4.2, allows another party partial or full use;

13.1.6. that the Lessee uses the leased item(s) contrary to legislation, regulations and instructions for such use or fails to obtain required public or private permits.

13.2. Pursuant to sections 13.1.3-13.1.6, the agreement can only be cancelled if the Lessee has not documented the cessation of the breach within seven business days of having been requested to do so.

**14. DISCLAIMER**

14.1. Autoinnovation is only responsible for defects in the leased item(s) if the Lessee or any third party has used the leased item(s) as directed and responsibly and in accordance with any directions from Autoinnovation. Autoinnovation's liability is limited to Autoinnovation's own deliveries.

14.2. Alterations to or tampering with the leased item(s) without the written consent of Autoinnovation releases Autoinnovation of any liability.

14.3. Autoinnovation is under no circumstances liable for operational, time, profit or any other indirect losses of the Lessee or their customers or any other direct or indirect users of Autoinnovation's deliveries. The Lessee cannot claim compensation to cover the costs related to the deinstallation and reinstallation of objects or installations.

14.4. Any compensation claim from the Lessee can never exceed the total payment for that part of the leased item(s) specifically related to the part(s) causing actionable defects, however with a maximum sum of EUR 13,500.

14.5. If liability to a third party will be imposed on Autoinnovation's, the Lessee in the relationship between Autoinnovation and Lessee is liable for indemnifying Autoinnovation to the similar extent that Autoinnovation's liability is limited under the preceding clauses.

**15. PRODUCT RESPONSIBILITY**

15.1. Autoinnovation is only liable for personal injuries where it can be demonstrated that the injury is due to an error or negligence on the part of Autoinnovation or any other party for whom Autoinnovation is liable. To the maximum extent permitted by relevant legislation governing the relationship between Autoinnovation and the Lessee, Autoinnovation disclaims any product liability for damage to immovable and movable property which may be related to the leased item(s) and any other Autoinnovation deliveries. In such instances, Autoinnovation is not liable for operational, time, profit or any other indirect losses.

15.2. If product liability to a third party should be imposed on Autoinnovation, the Lessee in the relationship between Autoinnovation and Lessee is liable for indemnifying Autoinnovation to the similar extent that Autoinnovation's liability is limited under the preceding clause.

**16. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

16.1. All intellectual property rights belonging to Autoinnovation related to the delivery will remain the property of Autoinnovation.

16.2. The Lessee is not entitled, without the written consent of Autoinnovation, to disclose to a third party knowledge of source codes and technical or commercial information of a confidential nature, or which Autoinnovation, at the time of conclusion of the agreement or later, has indicated as being confidential.

16.3. All designs, source codes, manuals, drawings, models and other technical documents regarding the delivery which before or after the conclusion of the agreement are transferred from Autoinnovation to the Lessee are the property of Autoinnovation.

**17. STATEMENT**

17.1. On termination of the Lease Agreement as a result of Autoinnovation cancelling the agreement, the Lessee is obliged to pay:

- a) Fee due and any other charges due with the addition of interest and costs;
- b) Non-due fee for the remaining lease period related to time-limited lease agreements with the addition of an administration fee;
- c) Compensation for any additional losses incurred by Autoinnovation as a result of the Lessee's breach. In case of damage to the leased item(s), the compensation must be calculated on the basis of Autoinnovation's market price for repairing the damage. In case of loss of the leased item(s) or repairs not being possible, the compensation is based on list prices, and minimum one month's fee x 72.

17.2. Autoinnovation is entitled to request payment under these terms, irrespective of whether the leased item(s) has/have been placed elsewhere or sold by Autoinnovation.

**18. RETURN**

18.1. On termination of the Lease Agreement as the result of expiry, termination or breach, the Lessee must immediately return the leased item(s) to a location inside the national borders specified by Autoinnovation. The Lessee must pay all transport costs. Should this not happen, Autoinnovation is entitled, without notice and at the Lessee's cost, to arrange the deinstallation and collection of the leased item(s).

18.2. The Lessee must return the leased item(s) in the condition in which they were delivered less for wear and tear which could not be avoided while complying with the Lessee's maintenance obligation.

18.3. Autoinnovation must perform a return inspection of the items, during which any damaged or lost items must be recorded. Autoinnovation must notify the Lessee of the result of the inspection within a reasonable period of time.

**19. TRANSPORT**

19.1. Autoinnovation is entitled to transfer or in any other way dispose of their rights under the Lease Agreements and their rights in the leased item(s). Any such transfer does not release Autoinnovation and the Lessee of their obligations under the Lease Agreement and any financial partner.

**20. EXEMPTION FROM LIABILITY - FORCE MAJEURE AND SIMILAR CIRCUMSTANCES**

20.1. Any circumstances over which Autoinnovation has no control, such as large-scale and local strikes and lock-outs (including at subcontractors), whether internal or external or legal or illegal, and whether they are a primary strike or a solidarity strike or the like, fire, machine breakdown, loss of operating power, power failure, computer virus, war or warlike conditions, legislative measures, public restrictions, absence or delays from subcontractors, import or export restrictions, unusual natural events of any kind or the like which result in delayed delivery, whether these circumstances occur abroad or in Denmark, will entitle Autoinnovation to postpone delivery time and entitle Autoinnovation, at their own discretion, to cancel the order without Autoinnovation incurring any compensation liability, unless it can be demonstrated that Autoinnovation

should have reasonably expected this at the time of the conclusion of the Lease Agreement.

20.2. Where circumstances such as those mentioned occur, Autoinnovation must notify the Lessee without undue delay. The Lessee can then cancel the agreement in writing if the delivery will be delayed by more than three weeks, and neither party is liable for compensation in this regard.

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**21. SUPPORT**

21.1. Autoinnovation provides support according to our Global SLA.

21.2. Additional support must be paid according to invoice or as separately agreed.

**22. ADDITIONAL SERVICES AND AFTERSALES**

22.1. If Autoinnovation delivers other services to the Lessee at a later date, clauses 14-22 also apply to such later deliveries, unless otherwise agreed between the parties in writing.

**23. CHOICE OF LAW AND VENUE**

23.1. Any dispute between the parties to this agreement - or which arises as a result of this agreement - must be settled according to Danish laws. Any legal proceedings regarding claims related to the Lease Agreement can only be brought before Autoinnovation's local court or the Maritime and Commercial Court in Copenhagen.