

# GENERAL TERMS AND CONDITIONS

By using the services and products of Eupry ApS, you automatically accept the business and subscription terms as well as the trade terms set out below.

## Eupry ApS

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## BUSINESS AND SUBSCRIPTION TERMS

By using the services and products of Eupry ApS, you automatically accept the business and subscription terms governing products and services purchased by business customers. Please read these terms carefully.

### 1. General provisions

- 1.1 When ordering services or products or when using software purchased from Eupry ApS or by any sales subsidiary or representative (hereinafter the Supplier), the buyer (hereinafter the Customer) accepts these business and subscription terms. Acceptance takes place by either, written acceptance of the order confirmation, sending a purchase order or by paying the first invoice for a subscription.
- 1.2 The Supplier is entitled to change the business and subscription terms. The applicable business and subscription terms are accepted by the Customer upon payment of the first invoice. Subsequently, the Customer will receive the applicable business and subscription terms every time the Supplier sends out an invoice by email. The Customer is responsible for keeping himself updated about the business and subscriptions terms applicable from time to time.

### 2. Acceptance of subscription terms

- 2.2 Upon the Customer's registration and entering his credit card information or making an invoice payment, the Customer accepts that the Supplier is allowed to draw the agreed amount periodically in accordance with the purchased product. When the Customer buys a subscription from the Supplier, it will automatically be renewed until the Customer cancels the subscription in writing to the Supplier's support service.
- 2.3 The use of the Supplier's software and hardware solely entails a right of use. Any ordering of products and services from the Supplier takes place with the Customer's consent, by purchasing a product and service. For a subscription the number of users can be created, which the individual subscription prescribes, but only one legal entity can use it. If the Customer uses an automatic payment service, the Customer may change his credit card details in order to keep the details updated at all times.

### 3. Copyright

- 3.1 Any and all material posted on the Supplier's website, including software, belongs to the Supplier. Any and all material supplied by the Supplier, which is located at the premises of the Customer, including rented hardware, belongs to the Supplier. This includes designs, texts, functionalities and overall impressions. Should the Customer wish to cite or otherwise refer to the Supplier, the Customer is requested to obtain prior written permission from the Supplier.

## 4. The Supplier's services

- 4.1 The Supplier has developed a product and a service, which will assist the Customer in monitoring conditions under which sensitive resources are stored. The service and the system can notify the Customer/the user in the event of the conditions not corresponding to the Customer's requirements. In this respect, a number of reservations are made, which are described in detail in the system's technical description. In addition to that, the Supplier has no obligations towards the Customer.

## 5. Identification and liability to pay

- 5.1 Upon registering with the Supplier, the Customer registers correct information as to the identity and validity of the Customer and guarantees that the information about the Customer is true and correct.

## 6. Prices and terms of payment

- 6.1 All prices are stated exclusive of VAT and can be in Danish kroner (DKK), Euro (EUR) or US dollars (USD). Changes in exchange rates, duties, insurance, net price index, freight and delivery costs imply that the Supplier may change prices, so that the Supplier's circumstances remain unchanged.
- 6.2 The payment is as standard an annual advance payment and in special circumstances it may be possible to choose a longer or shorter advance payment.

### Automatic credit card payment

- 6.3 The Supplier levies charges on a number of services (e.g. when the Customer pays by credit card, a charge of between 1.5% and 0.5% of the purchase price is levied, depending on the credit card being used). This will appear clearly from the Customer's order. The charges are levied in accordance with the Supplier's applicable prices from time to time.
- 6.4 In connection with the Supplier's service, the Supplier's payment service provider will automatically draw an amount annually, based on the Customer's choice of payment method for the subscription. For each payment the subscription price plus 1.5% per transaction is charged.
- 6.5 It is the responsibility of the Customer to cancel the agreement, if the Customer no longer wants to use payment by credit card. As for annual payments, payments cannot be refunded in connection with a potential cancellation of the purchase.

### Payment by invoice

- 6.6 The invoice will be forwarded by email and the Supplier is entitled to collect a payment and invoice charge in relation to the payment. The payment condition for the invoice is 14 days from the shipment date. The invoice may be paid through the Customer's own bank or online with a credit card through the Supplier's payment service.

## 7. Competing business and rights

- 7.1 Upon registering with the Supplier you automatically confirm that you are not competing with the Supplier or working for a business competing with the Supplier. Competing business is defined as you working for or owning a business selling wireless sensors or IT systems/websites for the monitoring of temperature or humidity. Any software, design, architecture, text etc. are protected by copyright and names and proprietary terms are trademarks in use. Also, "Eupry" is a registered trademark registered with the Danish Patent and Trademark Office. Any infringement hereof will be subject to legal action and claims for damages. The Supplier owns the rights to the software. The Supplier is entitled to assign its obligations under these business and subscription terms to a third party.

## 8. Responsible use of the services

- 8.1 The services are for the Customer's own use only. This means that the Customer cannot resell or otherwise use the services commercially. The Customer is responsible for the services not being used for illegal or unethical purposes. The Customer is responsible for the wireless sensors solely applying the Supplier's Safe Internet Connection.
- 8.2 The Supplier is primarily supplying the services in the EU, UK and the US, but not limited to. Many of the Suppliers services can be used world wide. There are country specific limitations in relation to service offerings. Examples of this are:
- Sms and phone call services are not activated or available in some countries.

- Hardware not certified to country specific standards, hence the hardware is only CE and FCC certified.
- Be aware that this is a non-exhaustive list and there might be more country specific limitations. Please contact the Supplier for more information on a specific country.

8.3 In the event of material breach of this agreement, the Supplier is entitled to terminate the agreement and block all traffic relating to the Supplier's services. If the services are used for illegal purposes, such illegal use will be reported to the police.

## 9. Default

9.1 Initially, payments with credit card from the Customer to the Supplier take place automatically in advance once the Customer has registered his credit card. If payment is not effected on the predetermined due date, this may imply additional collection costs for the Customer, including payment of interest and dunning charges.

9.2 Upon late payment, default interest is charged as per the due date at a rate of 2% for every month or part of a month as well as a charge of € 15 for each reminder. Collection proceedings may commence without prior notice. If the collection proceedings are referred to a lawyer, the lawyer or the Supplier may charge additional collection costs. In the event of breach of the Supplier's business terms, the agreement terminates with immediate effect. The Supplier is entitled to close the Customer's access to the software and hardware if payment is not effected on time.

### Closing and blocking by the Supplier

9.3 The subscription may be terminated if the Customer materially breaches the agreement by e.g.:

- The Customer submitting important information to the Supplier that is incorrect or wrong
- The Customer not paying any outstanding amounts even after having received reminders
- The Customer being insolvent or if the Supplier may reasonably assume that the Customer is insolvent or the Authorities file a petition in this respect.
- The subscription being used contrary to clauses 7 and 8.
- The Customer, despite the Supplier's notice in this respect, applying software/hardware in a manner that may cause damage or be detrimental to the Supplier or a third party, e.g. by applying the software/hardware in contravention of the law or national regulations.

9.4 The Customer is not entitled to any reduction in charges or subscription fees for the time during which the subscription is closed or blocked.

## 10. Limitation of liability

10.1 The Supplier makes reservations as to the occurrence of programming errors and server failure. In connection with updating software or equipment, the Supplier is entitled to close down access for a limited time; typically at a time when as few Customers as possible will be affected. Access to the Supplier's software is developed on a current basis, and the Supplier provides access to the software "as is" and without guarantees. The Supplier cannot be held liable for direct or indirect losses – including loss of profit, loss of income, damage or fines – incurred in connection with the use of the Supplier's software and hardware. The Supplier is not liable for any hacking attempts, viruses, browser errors, cooling unit breakdowns or other types of force majeure. It is for the Customer to ensure that all bookkeeping takes place in compliance with the vouchers exchanged between the Customer and the Supplier.

10.2 The Supplier does not provide advice in relation to the correct storage of sensitive assets, but is willing to answer any questions that may be documented in guidelines and other best practices (e.g. from the Danish Veterinary and Food Administration or under GDP - the Statutory Order on Good Distribution Practice). The Customer is responsible for checking whether the conditions are correct for storing the resources. The Customer is responsible for ensuring the correct setting of alarms.

10.3 The Customer is responsible for having a local backup routine, as required, by applying the export functionality in the software.

10.4 The Customer is responsible for informing the Supplier in the event of change of address, telephone numbers, cell phone numbers, email addresses, VAT numbers and other personal information, which may be registered in the account and which are relevant in relation to payment, integration with external parties etc.

## 11. Data processing

- 11.1 The users of the database, including the Customer, are the data controllers in accordance with the Danish Data Protection Act and the Supplier is the data processor acting on behalf of the data controllers. To the extent necessary, the Supplier will enter into data processing agreements with the users.
- 11.2 As the data processor, the Supplier carries through regular security checks of the database.
- 11.3 The Customer has the option to establish integration with a third party with which the Supplier cooperates. By activating such integration, the Customer accepts that all data collected, except for payment details, may be passed on to such third parties. The integration may be deselected again at any time. All data passed on to the third party during this interval is no longer the responsibility of the Supplier and the Customer will be solely responsible for such third party processing the data properly.

### Data collection

- 11.4 The Supplier on a current basis collects information about user behaviour, when the Customer and other users use the Supplier's website, software and hardware. This collection of data takes place anonymously and the data is used to optimize services and to organize the software.

### Confidentiality and security

- 11.5 All data entered into the Supplier's software or obtained during laboratory activities related to the Customer is not accessible to anybody other than the Customer, and is controlled by the Supplier. Thus, the Supplier treats all data confidentially. All sites apply SSL Encryption. The Supplier has created software with a high degree of security in order to prevent that unauthorised persons from obtaining access to this data.

### Data Ownership

- 11.6 Data created by the Customer and its users in Eupry Logger, and by all data logging units delivered by the Supplier to the Customer, belongs to the Customer. The Supplier hosts the data for the Customer and has the right to process and analyse the data in order to provide different services to the Customer (e.g. to create alarms etc.).

## 12. Delivery and setup

- 12.1 When the Supplier at intervals maintains and replaces equipment it takes place by letter and parcel post. In this respect, the Customer is responsible for ensuring that the forwarded post is received correctly, so that it will not be returned. If the goods are returned to the Supplier due to acts or omissions on the part of the Customer, the Customer will pay for reforwarding the package. During this interval the Supplier cannot be held liable for the functioning of the system.
- 12.2 In connection with errors and repairs, see clause 15, new hardware is normally delivered in the course of 4-7 working days if it is on stock. Delivery may, however, be delayed due to low stock or sub supplier and in this respect the Supplier cannot be held liable.
- 12.2 The Supplier is free to use any freight forwarder.
- 12.3 If the Customer during the subscription period buys any onsite service, the specific delivery is agreed separately and a delivery time is agreed between the Customer and the Supplier by telephone or email. Delivery will normally take place between 8 am and 6 pm on working days. The delivery time may vary from 1-4 weeks. Delivery may, however, be delayed due to our supplier and in this respect the Supplier cannot be held liable.

## 13. Recycling and minimizing resource consumption

- 13.1 In order for the Supplier to meet internal objectives for minimizing resource consumption and reducing the environmental impact of the Supplier's services and activities, the Customer must return used hardware when the Customer receives new hardware or cancels his subscription. The Customer may receive hardware once a year or more/less frequently; for instance the Supplier may forward newly calibrated hardware or recharged hardware. Thus, the Customer may receive hardware, which is not completely new, but which has been recycled. This applies both upon becoming a subscriber and during the subscription period.
- 13.2 The Supplier ensures that the hardware is completely erased before being recycled.

- 13.3 The Customer is responsible for cleaning all hardware before commissioning and after decommissioning, as the Supplier is not responsible for the distribution and thus cannot ensure proper hygiene upon receipt. The Supplier cannot be held liable for any bacteria, viruses etc., which may have entered together with the delivery and setting up of the hardware.

## 14. Operation

### Hardware with subscription (service package).

- 14.1 The Supplier is responsible for operating the elements of the hardware for which a subscription (service package) has been taken out. Subscription for hardware covers the following products:

- Wireless sensors acquired with a given service package. *Wireless sensors are data logging units with sensors, e.g. temperature sensors (wireless thermometers) with a WiFi data link.*
- Sensor extras such as additional sensors or other equipment for the wireless sensors acquired with a given service package.
- Secure internet connection, a mobile modem and 3G data link, creating a network connection between the wireless data logger and the online software.

In the event of errors or defects in the hardware, the Supplier will as quickly as possible forward replacement hardware, see clause 15 – Error correction and repair

The Customer is responsible for changing batteries:

- if it is not included in the service agreement.
- or if the wireless data logger runs out of battery before the planned replacement due to inappropriate/unexpected use, which the Supplier has informed the Customer of in advance. The following may increase the battery consumption unexpectedly:
  - Alarms set off daily or more frequently over a longer period (2 weeks or more).
  - Poor or no WiFi connection to the wireless data logger.

### Hardware without subscription (one-time purchase).

- 14.2 The Supplier is not responsible for operating the elements of the hardware for which no subscription has been taken out. This includes for instance the following products:

- Wireless data logger acquired without a service package.
- WiFi Basestation, WiFi routers connected to the Customer's own network.
- Sensor extras such as additional sensors or other equipment for the wireless sensors acquired without a service package.

For hardware acquired without a service package, business customers have a one year warranty period, whereas private customers are covered by the provisions of the Danish Sale of Goods Act.

### Network

- 14.3 In the event where the Supplier delivers WiFi network including internet connection:
- A. The Supplier uses a third party to deliver internet connection (mobile network). The Supplier does not guarantee total coverage worldwide, and there may be cases where there is no coverage due to local circumstances with the Customer or poor mobile coverage from the third party supplier of the mobile network. In such cases the Customer is entitled to cancel his subscription and the Customer will receive a refund of the prepaid subscription price. Registration fee, payment charges and installation and introduction services will not be refunded to the Customer.
  - B. There may be periods with no internet connection due to the third party's maintenance of the mobile network or due to production errors in the SIM card or the forwarded mobile modem. During such periods the data will be stored locally in the wireless sensors, but will not be "live" on the online software. It will not be possible to alert the Customer by email or text message, if the storage conditions are incorrect (outside the alarm settings). The Customer will be notified of the missing connection to the wireless sensors by email or text message, if the connection to the wireless sensors has been down for more than 24 hours. During the period without network connection, the Customer is responsible for checking and documenting the storage conditions. The Customer is not entitled to any refunds in relation to periods without network coverage.
  - C. The Supplier is entitled to engage another third party supplier of mobile network at any time, which on rare occasions may imply that there will no longer be sufficient coverage with the Customer. On such occasions, the Customer has the option of cancelling his subscription and receiving a refund of the prepaid amount for the

remaining subscription period. Also, the Customer has the option of choosing a new subscription under which the Supplier does not deliver the internet connection. On such occasions, the Customer will receive a refund of the prepaid amount for the remaining subscription period and the Customer will subsequently be transferred.

14.4 In the event where the Supplier does not deliver internet connection:

- A. **With** delivery of WiFi network (WiFi Basestation)
  - a. The Customer is responsible for connecting the WiFi Basestation to the power supply and the Customer's existing network and for ensuring that the WiFi Basestation can connect to the Supplier's servers. The Customer is responsible for checking that the wireless sensors have connected to the WiFi Basestation, which is described in the installation guide.
- B. **Without** delivery of WiFi network
  - a. The Customer may connect the wireless sensors to his own WiFi via his smartphone and Eupry's app; **Eupry WiFi Setup or Eupry Connect** is available in Google Play and in App Store.
  - b. The Customer is responsible for connecting the wireless sensors correctly to the Customer's own WiFi and for ensuring that changes are added to the wireless sensors if any changes are made in the WiFi setup.
- C. If the Supplier has provided onsite installation, the Supplier is solely responsible for the connection between WiFi and the wireless dataloggers having been established; however, the Supplier is not responsible for the subsequent connection. The Customer is responsible for adding changes to the wireless sensors if any changes are made in the WiFi setup.
- D. If there is no connection between the Supplier's wireless data loggers and the online software, the data will be stored locally in the wireless sensors, but will not be "live" in the online software. It will not be possible to alert the Customer by email or text message, if the storage conditions are incorrect (outside the alarm settings). The Customer will be notified of the missing connection to the wireless sensors by email or text message, if the connection to the wireless sensors has been down for more than 24 hours. During the period without network connection, the Customer is responsible for checking and documenting the storage conditions and the Customer is responsible for correcting the error. The Customer is not entitled to receive any refund for periods without network coverage.

#### Software

14.5 The Supplier is not obliged to deliver online software, which is optimized for a broad selection of internet browsers. The software is optimized for Google Chrome, but the Supplier cannot be held liable for any errors, defects or downtime due to updates to Google Chrome.

14.6 As the Supplier's software is based on an online connection, the Supplier cannot guarantee 100% uptime. There may be incidents of downtime during which the Customer cannot access the system, and the Supplier cannot in any way be held liable in this respect.

#### Data

14.7 The Supplier uses a third party (Amazon Elastic Compute Cloud) for providing server capacity, for hosting of the online software and for the storage of all data. The Supplier cannot be held liable for third party downtime, security breakdown or other errors. Request euprys white paper for more information on data storage and security: (*Eupry - Data storage and security.pdf*)

#### Alarm

14.8 The Supplier's wireless sensors can alert the Customer by indicator lights on the front. In addition, the Supplier's software provides the possibility of notifying the Customer, if an alarm has been set off. This may be by text message, by email, via or Phone Call, if the Customer has activated this function correctly and has entered the correct information.

14.9 The Supplier does not provide instant alarms (within seconds). The main objective of the system is to document and **not** to act as an instant alarm system. However, in most cases it is possible to alert users when the conditions set out below are fulfilled:

- The wireless sensors are on and connected to a given WiFi network.
- The WiFi network has connection to the internet.
- Third party delivery of servers, email accounts and texting services are in operation.
- The Customer's own services and products function properly and are in operation.

Even if all the above conditions are fulfilled, there may be incidents when text messages and emails do not reach the Customer or are delayed in reaching the Customer. The Supplier cannot be held liable for the missing or delayed alarms.

#### **The Customer's handling, cleaning and maintenance of the wireless sensors**

- 14.10 The Customer is responsible for correct cleaning upon commissioning, during use and after decommissioning. The Customer must comply with the guidelines for the correct handling, cleaning and maintenance.
- 14.11 The Customer is liable for and must pay compensation for wireless sensors, which are damaged during handling, cleaning and maintenance due to the use of other methods than prescribed by the Supplier and due to negligence on the part of the Customer. The compensation amount corresponds to 80% of the list price of a one-year subscription for the damaged unit.
- 14.12 It is recommended that the Customer on a current basis checks that the wireless sensors operate correctly, which may take place by pressing the activation button of the wireless sensors and checking the feedback against the Supplier's guidelines.

## **15. Updates**

- 15.1 Eupry periodically develops and adds new features and improvements to the software. To ensure compatibility in relation to browser updates, new regulatory requirements, high security level and user requirements, the service is continually maintained and improved. Updates can have several forms from minor non critical error corrections, critical error corrections to larger introduction of new features.

#### **Validated state**

- 15.2 The validated state of the system is handled via the internal change management system, which ensures that changes to the system are evaluated before and after implementation to identify possible risks and needed testing in order to ensure that the system can stay at a validated state.
- 15.3 Validation plan revision is updated together with the release note and can be found here: <https://support.eupry.com/release-notes/>. On request to [support@eupry.com](mailto:support@eupry.com) the latest Validation Plan can be retrieved.

#### **Release Note: Notification of new releases and validation state**

- 15.4 Notice Period: New features that will be released are notified at least 14 days before changes are rolled out. The changelog is available online at: <https://support.eupry.com/release-notes/>
- 15.5 The notification of releases will be sent via e-mail and requires that the user has provided correct email and has not declined/deactivated/unsubscribed/banned this kind of information from Eupry.
- 15.6 The releases of updates that corrects minor non critical errors that do not affect the validated state (based on an internal change management process including risk assessment) will not be notified.
- 15.7 The Suppliers have the right to suspend the 14 days notice period if major critical errors arise which at the same time requires an update of the validation and needs instant correction to ensure the operation of the system.

## **16. Error correction and repair**

- 16.1 All contact concerning error correction and repair must take place through our support service. The Supplier is obliged to commence error correction procedures as quickly as possible upon having received notification of an error. Error correction will normally take place on working days between 9am and 4pm.
- 16.2 The Supplier may in certain cases detect system errors, e.g. if contact to the hardware is lacking for long periods, and will thus in most cases commence error correction procedures.
- 16.3 In connection with troubleshooting and error correction, the Customer must to the extent necessary participate in the troubleshooting and error correction of the hardware. If the problem is caused by errors or defects in the hardware, the Supplier will forward replacement hardware and a return label for returning the defective hardware. The Customer is responsible for packing and returning the defective hardware to the Supplier. In certain cases the replacement hardware may not be in stock and this may imply longer delivery times. The Customer will be notified hereof by email or text message. As long as the error/defect exists, the Customer is responsible for checking and documenting the storage conditions, which may take place free of charge through the Supplier's software and thus the Customer is not entitled to any refund as long as the error/defect period does not exceed 30 working days.

- 16.4 If the error is caused by the Customer's incorrect handling of the equipment, the Customer must pay for repair and shipment. This includes errors in connection with the setup, see clause 14.3. If no errors can be detected in the returned hardware, the Customer must pay a fee for the assessment in the amount of € 100 per unit and shipment costs.

## **17. Cancelling the subscription and period of commitment**

- 17.1 The Customer may cancel his subscription to the expiry of the Customer's subscription period.
- 17.2 The subscription is automatically renewed by one year to the expiry of the subscription period, unless the Customer cancels his subscription. Cancellation must take place by telephoning our support centre and they will subsequently confirm the cancellation by e-mail. Upon cancellation, pre-paid amounts will not be refunded, but the subscription will be cancelled before the next payment. Notice of cancellation must be received not later than 3 months prior to the expiry of the subscription period.
- 17.3 Upon cancellation of a subscription, the Customer is responsible for returning all of the Supplier's hardware. If the Supplier does not receive the hardware within one month of the cancellation, the list price of a one-year subscription for the cancelled subscription will be charged.
- 17.4 Upon cancellation of a subscription, the Customer has the right to receive their collected data from Suppliers system, in a format given by the Supplier.
- 17.5 After cancellation of the subscription, the Supplier has no further liability towards the Customer.

## **18. Disputes**

- 18.1 If, contrary to expectations, a dispute should arise, such dispute must be settled at the legal venue set out in the Supplier's articles of association.



# TRADE TERMS

These trade terms set out the terms applicable in relation to any purchase, which you make as a business customer or a private customer from Eupry ApS through telesales or outside the place of business. The terms describe, inter alia, the delivery terms, right of cancellation and privacy policy and therefore we urge you to read them carefully.

**Eupry ApS** (hereinafter the Supplier)

Dortheavej 59, 3 floor.

DK-2400 Copenhagen

Denmark

Telephone: +35 53 51 77 00

Email: [contact@eupry.com](mailto:contact@eupry.com)

VAT No.: 30536665

## 1. General provisions

- 1.1 The Customer must be a registered business entity in order to make purchases from the Supplier.
- 1.2 The reference for the Customer must be an individual over the age of 18 in order to make purchases from the Supplier.
- 1.3 All agreements are entered into either Danish or English.

## 2. Delivery and setup

- 2.1 The Supplier aims to deliver the Customer's orders, which do not include introduction and setup services, within 5-10 working days. However, delivery may be delayed due to our supplier and in this respect the Supplier cannot be held liable.
- 2.2 The Supplier is free to use any freight forwarder.
- 2.3 If the Customer during the subscription period buys onsite service, the specific delivery is agreed separately and a delivery time is agreed between the Customer and the Supplier by telephone or email. The delivery time is expected to be between 7 am and 6 pm on working days. The delivery time may vary from 1-4 weeks. However, delivery may be delayed due to our supplier and in this respect the Supplier cannot be held liable.

## 3. Payment and credit rating

- 3.1 All prices are stated in Danish kroner (DKK), US dollars (USD) or Euro (EUR) exclusive of VAT. Changes in exchange rates, duties, insurance, net price index, freight and delivery costs imply that the Supplier may change prices, so that the Supplier's circumstances remain unchanged.
- 3.2 The payment is an annual advance payment and in special circumstances it may be possible to choose another payment frequency.
- 3.3 The Customer pays any one-time payments related to the purchase. To the extent that the Customer must pay amounts in addition to the subscription price, the Supplier will forward a bill to the Customer as set out in the business and subscription terms.
- 3.4 For payment of invoices and credit card payments, see the business and subscription terms, clause 6, Prices and payment terms.

## 4. Right of cancellation

- 4.1 Upon registering for a subscription, the Customer has a two-week right of cancellation from the delivery date, except for the introduction and setup service. The introduction and setup service cannot be cancelled and in the event of a cancellation of a subscription including introduction and setup service, the amount for this service will be deducted from the total purchase price to be refunded from the Supplier.

- 4.2 Once the Customer has notified the Supplier that he wishes to invoke his right of cancellation, the Customer has the following obligations:
- The goods must be returned without undue delay and not later than within two weeks after the Customer having notified the Supplier of the cancellation.
  - The Customer must ship the hardware to the Supplier or return the hardware to an authorised person with the Supplier.
  - The Customer must pay the costs of returning the hardware.
  - The Customer bears the risk of the goods during the return shipment to the Supplier. This implies that should the goods disappear or become damaged in shipment, the Supplier is not obliged to repay the purchase price, unless the hardware still holds a sales value. If the hardware holds a sales value, the Customer is still liable for any deterioration in the goods.
- 4.3 The Customer does not lose his right of cancellation even though the hardware has been visually damaged or deteriorated due to use. However, the Customer must pay for any decrease in the value of the goods, if the Customer has handled the hardware in a manner other than what was necessary in order to establish the type of goods, properties and the way it operates.
- 4.4 The Customer is entitled to open the packaging and examine the hardware in order to establish the type of hardware, the properties and the way it operates. The Customer must turn on the equipment and test its operation. If a test period has not been agreed, the Customer cannot place it in his storage units, e.g. his refrigerators, remove any protective film, carry through software configuration of the hardware on the online software, including setting up and activating alarms.
- 4.5 If the Customer has handled the hardware in a manner, which is beyond what is allowed in a business, and this has caused a deterioration of the value of the hardware, the Supplier will make a deduction for the decrease in value. The decrease in value is made up as the costs associated with repairing the hardware, so that it may subsequently be resold. If the hardware following repairs etc. cannot be resold, the reduction of value may in addition to the repair costs be deducted in the claim for repayment.
- 4.6 The Customer can find a cancellation form at the end of this document. The Customer is always welcome to call Eupry's customer service at +45 53 51 77 00.

## 5. Privacy Policy

### Processing of personal data

- 5.1 In order to administrate the agreement and the current dealings between the Supplier and the Customer and for statistical purposes and forwarding material and newsletters etc., if the Customer has so requested, the Supplier will process the following personal data of the Customer: Name, Address, Telephone number, Email and VAT No. The information is solely used for the Supplier's internal purposes and will not be passed on to third parties.

### Inspection and objection

- 5.2 The Customer is, with certain statutory restrictions, entitled to inspect the information processed by the Supplier and to correct such information. The Customer is also entitled to make objections against the collection and processing of this information. However, this may imply that the Supplier will be unable to continue to deliver the services. The information is stored for up to 5 years after the expiry of the agreement.

### Contact

- 5.3 Objections or additional information concerning the company's processing of data may take place by contacting Eupry via the contact information stated at the beginning of the Trade Terms.

### Security

- 5.4 All information is secured against unauthorised access. The Supplier stores its data securely, but unencrypted. Data is transmitted externally by using Secure Sockets Layer (SSL) encryption.

To:

**Eupry ApS**

Dortheavej 59, 3 floor.

DK-2400 Copenhagen

Denmark

## CANCELLATION FORM

*This form is to be filled in and used only if you wish to invoke your right of cancellation.*

I/we hereby state that I/we wish to invoke the right of cancellation in relation to my/our purchase agreement in respect of the following product(s)/service(s):

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Date of order: \_\_\_\_\_

Date of receipt: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postal code & city: \_\_\_\_\_

Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

*The Customer is always welcome to call Eupry's customer service at +45 53 51 77 00.*