

Terms and conditions

This document provides the applicable terms and conditions when doing business with Consibio ApS (CRN: DK38887068) ("**Consibio**"). This version overrides all previous versions of terms and conditions, or policies and procedures issued by Consibio.

1. General

1.1 These terms and conditions (the "**Terms**") set forth the terms and conditions that shall apply to all Customers' purchases and orders of goods and services offered by Consibio ("**Goods**" and "**Services**", respectively, or, collectively, "**G&S**").

1.2 "**Authorized Partner**" means all partners including service partners and resellers approved by Consibio.

1.3 "**Customer**" means the legal entity stated on an order accepted by Consibio.

1.4 "**Sales Order**" or "**Invoice**" means written order form from Consibio.

1.5 "**Warranty Period**" as described in clause 10.

1.6 "**Consibio Cloud**" means the online platform accessed through <https://monesco.consibio.com/>, developed by Consibio, through which users can connect to and control connected sensor & actuator devices.

1.7 "**Subscription**" means a subscription to the Consibio Cloud and governs how the Customer may access and make use of the Consibio Cloud Platform.

1.8 The Terms and Conditions are accepted by:

1.8.1 Utilization of the Consibio Cloud Platform or

1.8.2 Consent in connection with registering a user, or:

1.8.3 Otherwise by expressing acceptance hereof.

2.1 Duration of Subscription

2.1 The Subscription is active and in effect after order placement or at a later agreed time and is active until it is terminated in accordance with the Terms.

3. Sales Orders & shipment

3.1 The Customer may purchase the G&S by placing an order with Consibio by email: sales@consibio.com or by phone. Consibio will generate a written order confirmation form upon acceptance.

3.2 An order requests must contain relevant information on delivery requests. If the Customer wishes to arrange for shipment of the Goods independently, the Customer must

make clearly aware of this in the order request along with information on the shipment company, way of transport (AIR/SEA/ROAD). If this information is not stated in the order request, Consibio will arrange for delivery and charge the expense amount on the Invoice.

- 3.3 The unit prices listed for the Goods are exclusive of all costs and other expenses associated with shipping the Goods including, but not limited to, all freight, insurance, and other expenses. The Customer is responsible for the payment of all such costs and expenses associated with shipping of the Goods. Where feasible, all such costs will be listed in the Sales Order/Invoice, but such costs may also be reflected in an additional invoice.
- 3.4 Goods are delivered EX WORKS according to applicable Incoterms (2020). The risk of damage and loss on the Goods is transferred to the Customer, when Goods are reported ready for transportation.
- 3.5 The current prices for the G&S will appear on the order placed by the Customer. Prices quoted are excl. VAT.
- 3.6 Consibio may change prices and other Subscription terms, including content, functionality, etc. with prior notice of 30 days.
- 3.7 Consibio continuously works to improve the G&S that are made available to the Customer. Changes and/or updates to the Application may be made without prior notice.
- 3.8 Continuous use of the Consibio Cloud after changes in the Terms and Conditions indicates an acceptance of such changes. It is the duty of the Customer to stay updated with changes in Terms and Conditions, which are openly accessible on <https://www.consibio.com/terms-and-conditions/>

4. Payment

- 4.1 Invoices and other communications with the Customer are sent to the email registered by the Customer. It is the Customer's responsibility to update the Customer's contact information at all times and ensure that they are correct.
- 4.2 Payment terms are 7 days net, unless otherwise agreed upon, from the date of the invoice. In case of a late payment, a reminder is sent to the Customer and interest is imposed according to the rules of the Interest Act, including a reminder fee of 15 EUR. Following the due date, an interest of 2% per month will be added.
- 4.3 If payment is still not received within 14 days of the first reminder, the Customer's access to the Consibio Cloud and all related services might be blocked. Access to the Consibio Cloud will only be granted again once all arrears, including interests and costs, have been paid.
- 4.4 Each party share own costs in connection with the transfer of funds (SHA). If other payment methods are applied, Consibio will reserve the right to add an additional fee of 100 EUR.
- 4.5 If the Customer fails to make any payment in accordance with these Terms, then Consibio may, in addition to any other remedy which it may be entitled to by law, cancel any or all Sales Orders (not yet delivered) and/or refuse to make further deliveries to the Customer.

5. Retention of title

- 5.1 The Goods remain the property of Consibio until full and final payment for the Goods has been made by the Customer.

6. Subscription

- 6.1 If not otherwise agreed, the Subscription will automatically be renewed for one (1) year at a time unless the Customer notifies Consibio in writing no later than 30 days before the running subscription period expires.
- 6.2 Under the terms stated in the Terms and Conditions, Consibio grants the Customer a non-exclusive and limited access to use the Consibio Cloud. Access to the Consibio Cloud is subject to the Customer's continuous payment of the Subscription. The Customer does not acquire any rights to the Consibio Cloud or any part thereof, and the use of the Consibio Cloud platform may only be for its own use i.e., the Customer's business or organization, unless otherwise agreed.
- 6.3 The Customer may, under the terms of the Terms and Conditions, purchase additional G&S from Consibio. Some G&S may be associated with individual terms that must be accepted when purchasing such services. These separate terms take precedence over the Terms and Conditions.

7. Disclosure of Subscription / Use of Consibio Cloud

- 7.1 The Customer is not entitled to grant access to the Consibio Cloud to any third party if that third party is not affiliated with the Customer's operation. The Customer warrants and is responsible for any (mis-) use and/or abuse of Consibio Cloud.
- 7.2 The Customer is not entitled to assign its rights under the Terms and Conditions to any third party, neither in whole nor in part.
- 7.3 Any G&S made available by Consibio to the Customer may only be used for the intended purpose. The G&S should also be used in accordance with relevant legislation.

8. Data

- 8.1 The Customer owns and is free to dispose of the data generated using Consibio Cloud. Consibio cannot guarantee that the Customer can export its data at the end of the subscription.

8.2 Consibio is at all times entitled to use the Customer's data in anonymized form, for the purpose of improving the G&S made available by Consibio, and to use the data for statistics and analysis purposes. This includes the sale of anonymized data and/or statistics to third parties.

8.3 Consibio is entitled to use subcontractors in connection with operation, development or updating the G&S. This includes subcontractors for storage of the Customer's data.

9. Data Security

9.1 Consibio has taken reasonable, usual technical and organizational safeguards against accidentally or illegally destroying, forfeiting, or impairing of the Customer's data in the Consibio Cloud and against the fact they come to unauthorized knowledge or otherwise are misused.

10. Uptime

10.1 Consibio strives to have an uptime of the Consibio Cloud of at least 98% but does not guarantee this. The Consibio Cloud is delivered as it is and Consibio disclaims any responsibility for the Consibio Cloud operating stability. Reservations are also made for lost or slow data connection to the hardware, as damage/defects to the hardware or connection itself, may be unstable or interrupted.

10.2 Scheduled interruptions including maintenance, patch management and updates, will preferably be placed between 00.00 to 04.00 UTC+1. In the event of interruptions outside this period, Consibio aims to provide a prior notice of at least 24 hours.

10.3 Notwithstanding clause 9.2, Consibio may interrupt access to the Consibio Cloud or certain features of the Consibio Cloud, with very short notice e.g., due to security reasons or to avoid loss and/or damage of the Consibio Cloud or operating environment. Consibio will, as far as possible, inform the Customer in the event of such a scenario, including the expected downtime due to updates/maintenance.

11. Cancellation and return policy

11.1 Goods

11.1.1 Unused and unopened Goods may only be returned upon prior written agreement with support@consibio.com. The Customer is liable for the return shipment costs. Upon Consibio's receipt of the returned Goods, Consibio will credit the Customer with up to 70% of original purchase price of the Goods in question subject to and dependent on the results of Consibio's quality check of the Goods.

11.2 Services

11.2.1 Consibio will accept cancellation of ordered Services with full refund if such written cancellation notification is received by Consibio one month prior to the first day of Consibio's delivery of Services. If a cancellation notification is received later than the before mentioned date, the purchase price for the Services will not be reimbursed to the Customer and Consibio will be entitled to retain or claim the full purchase price (if not already paid).

- 11.2.2 The Customer is only entitled to terminate the Subscription before the agreement expires, cf. clause 5.1, if there is a proven and documented defect in Consibio Cloud caused by Consibio, which cannot be solved within the 30 days following receipt of written notification of such defect from the Customer.

12. Warranty on goods

- 12.1 Consibio warrants its Goods against any defects resulting from faulty material for a period of 24 months (the "**Warranty Period**") from the date of shipment (invoice date). Wear parts, however, are not subject to any Warranty Period, unless otherwise agreed.
- 12.2 Within the Warranty Period, Consibio (or an Authorized Partner) shall send a repaired or replacement of any parts or components proven defective by Consibio to the Customer. Shipment to the Customer of a repaired or new part, as Consibio see fit, shall be made free of charge for the Customer. Additional shipment costs such as express delivery, special deliveries, import taxes, etc., must be paid by the Customer. Consibio will issue an invoice to the Customer reflecting such amount. Costs related to installation and replacement are, unless otherwise agreed, to be covered by the Customer.
- 12.3 The Customer's warranty claim must be made in writing to support@consibio.com. The defective part(s) will have to be returned to Consibio. Shipping costs for return of Goods and/or parts to Consibio are to be covered by the Customer.
- 12.4 Consibio's rectification of the defects shall not include any defects arising from lack of maintenance or failure to comply with Consibio's directions of use and installation, unauthorized or improper use, adjustments or alterations made without Consibio's written consent or extreme weather conditions, etc.
- 12.5 The original Warranty Period will not be prolonged after the repair or replacement of the defect.

13. Transfer of rights and obligations

- 13.1 Consibio may transfer its rights and obligations under the Terms and Conditions to third parties without prior consent.
- 13.2 The Customer may not transfer its subscription and / or rights and obligations under the Terms and Conditions to third parties.

14. Disclaimer of liability

- 14.1 Subject to mandatory law, Consibio shall not be liable for any direct, special, consequential, incidental, punitive, or indirect damages (including anticipated losses and loss of goodwill) arising from or relating to any of Consibio's Goods and Services.
- 14.2 Except as set out in these Terms, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of Goods or Services provided under these Terms are excluded to the fullest extent permitted by law.
- 14.3 Consibio shall not be liable on any basis, whether in tort (including negligence), breach of contract, breach of statutory duty, misrepresentation or otherwise, to the Customer or any third

party for any loss, damage, liability or expense arising from or in connection with any unavailability, delay, interruption or degradation in or to the Goods or failure of its business or operational systems, save to the extent caused by gross negligence, willful misconduct or fraud on the part of Consibio under or in connection with these Terms.

- 14.4 Subject to mandatory law, the aggregate liability of Consibio (and their respective affiliates) to the Customer under or in connection with the Customer's purchase of Consibio G&S, whether in tort (including negligence), breach of contract, breach of statutory duty, misrepresentation or otherwise, shall at all times be limited to an amount equal to the total payments made by the Customer to Consibio during 12 month period immediately preceding the event that gave rise to the claim.

15. Force Majeure

- 15.1 Consibio is not responsible for delay or hindrance of deliveries that are caused by force majeure events such as bad weather, war, riots, civil disturbances, governmental intervention, fire, strike, lockout, pandemics, electronic virus attacks on systems, IT breakdowns, ban on import and export, missing, defective or delayed deliveries from sub-suppliers, shortage of manpower, fuel or transportation, mobilization, currency restrictions, or similar cause that is beyond Consibio's control and that may have an impact on Consibio's normal business operations.

16. Disputes and law choice

- 16.1 The Terms and Conditions of the parties (i.e., the Customer and Consibio) are otherwise governed by Danish law and any dispute arising from the parties' cooperation, including the Terms and Conditions, must be brought before the district court at Consibio's registered main office.

17. Version

- 17.1 The Terms and Conditions stated here are version 1.2 and are valid from November 18, 2021.



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