

# General terms and conditions

## 1. APPLICATION

1.1 moto muto's service is provided subject to the following terms and conditions unless derogations have been agreed upon in writing between moto muto and the Customer. moto muto's service is provided for commercial use.

## 2. CONCLUSION OF AGREEMENT

- 2.1 The Customer's orders, modifications, and supplements are only binding on moto muto, when the Customer has received written confirmation.
- 2.2 moto muto's performance of service requires that the customer provides data, materials, drawings, etc. as agreed. If this condition is not met by the Customer, it must be expected that the time of delivery is deferred and that the price will increase.
- 2.3 moto muto will perform the tasks described in the development agreement. moto muto is not responsible for the Customer's expected results, unless moto muto in writing explicitly has accepted such responsibility.

## 3. DELIVERY, TIME OF DELIVERY

3.1 If a delivery clause has been agreed upon, it shall be construed in accordance with the INCOTERMS valid at the time of the agreement. If no delivery clause has been agreed upon separately, delivery is considered "Ex Works / Ab Factory" moto Muto, Risskov, Denmark. moto muto may postpone delivery in the following cases:

- » If the Customer demands changes of the order.
- » In case of delayed deliveries or services, that the Customer is conducting himself or is having conducted.
- » In case of force majeure (circumstances beyond moto muto's control).

## 4. PRICE AND PAYMENT

- 4.1 moto muto's prices and terms of payment are stipulated in the price list applicable at any time.
- 4.2 The Customer is not entitled to deduct or withhold any part of the payment due to counterclaims, unless this has been accepted in writing by moto muto, and only if the Customer simultaneously provides adequate security for the payment of the purchase price once any dispute on the counterclaim has been settled.

## 5. DAMAGES AND LIMITATION OF LIABILITY

- 5.1 In case of moto muto's breach the Customer may demand compensation for the direct damage from the breach. moto muto cannot be held liable for the Customer's loss of profits or other indirect losses due to late delivery or defects. moto muto can neither be held liable for claims that exceed the invoiced amount excluding VAT.
- 5.2 If moto muto as part of the execution of the task has delivered or by the Customer has been instructed to use products manufactured or developed by others than moto muto, moto muto does not in any respect assume any liability other than that of which moto muto can actually claim against the supplier of the products concerned. Under no circumstances does moto muto accept responsibility for consul-

ting, dimensioning and other project design made by the Customer or a third party.

- 5.3 In case of delay moto muto's liability is limited so that the total of daily penalties and claims moto muto is liable for cannot exceed an amount equal to 10% of the invoiced amount.
- 5.4 moto muto has the right/duty to correct all defects, if the remedy can be completed without any significant inconvenience to the Customer.
- 5.5 The Customer shall forfeit any right to claim compensation, if such claim is not put forward in writing no later than 7 days from discovery of the defect, but no later than one year from time of delivery.

## 6. IP RIGHTS

- 6.1 All drawings, sketches, technical specifications, etc. will remain moto muto's property and may not be copied or handed over to third parties. Upon final payment the Customer is – limited to the Danish market – granted full occupancy and the right to copy, publish, alter, modify, develop, and/or duplicate moto muto's development results for the Customer's own internal business purposes, subject to any restrictions that may apply to third party or moto muto's material or information contained in the service.
- 6.2 moto muto warrants that the service, neither in part or as a whole infringes third party rights in Denmark. This does not apply to material provided by the Customer.
- 6.3 To the extent moto muto utilizes software, other applications, other copyrighted or otherwise protected materials, this belongs to its right holders and shall not be transferred to the Customer.
- 6.4 moto muto owns the copyright to the program code and thus has the right to let others use the program code, except for the graphic design or the intellectual property rights belonging to or as part of the service that has been transferred to the Customer. The Customer does not obtain copyrights to the program code of the assignment, that is, neither the source nor object code, etc. The Customer is not entitled to, through reverse engineering, decompiling or similar methodology to gain access to the source codes beyond what is permitted by law.
- 6.5 moto muto is entitled to make reference to the Customer and the deliveries in its own marketing material, including a brief and fair description of the service and by using the Customer's distinctive marks.

## 7. GOVERNING LAW AND VENUE

- 7.1 Any dispute shall be settled by the ordinary courts in Denmark and is governed and construed in accordance with Danish law, except the conflict of laws rules in the law on International Sale of Goods (CISG).