

VERBINDLICHE BESTELLUNG

INKL. 12 MONATSABONNEMENT FÜR PORTAL + DATENDIENSTE

KUNDENDATEN



Name des Unternehmens:

Kontakt:

Adresse:

Tel:

eMail:

Fax:

ANZAHL

HARDWARE

trusted TG7	239,- EUR	trusted TG8	268,- EUR
trusted TG9	268,- EUR	trusted TG79+	299,- EUR

TARIF

Standard (60,- EUR) Vision (84,- EUR) Premium (108,- EUR)

ABRECHNUNG

jährlich

LAUFZEIT ABO

12 Monate ab Aktivierung der Hardware

KÜNDIGUNG

1 Monat vor Ablauf

ZAHLUNGSWEISE

Rechnung SEPA-Lastschriftmandat Vorauskasse

Mit meiner Unterschrift bestätige ich die verbindliche Bestellung sowie die Kenntnisnahme der Vertragsbedingungen auf der Rückseite. Preise zzgl. der aktuell geltenden MwSt.

Datum, Ort

Unterschrift

SEPA MANDAT

BASIS-MANDAT FÜR WIEDERKEHRENDE LASTSCHRIFTEN

GLÄUBIGER

Telematik Partner GmbH

Gläubiger-ID: DE 10ZZZ00000101445

Mandatsreferenz:

KUNDE

Ich ermächtige die Telematik Partner GmbH, Zahlungen von meinem / unserem Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, die von der Telematik Partner GmbH auf mein Konto gezogenen Lastschriften einzulösen.

Hinweis: Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.

Kontoinhaber:

Anschrift:

Kreditinstitut:

IBAN:

SWIFT:

Datum, Ort

Unterschrift

GENERAL SALES AND DELIVERY CONDITIONS

These general sales and delivery conditions ("Conditions") apply to all deliveries of products and/or services ("Products") to any customer ("Customer"). These Conditions shall be mutually binding on Trusted A/S, Glarmestervej 16, DK-8600 Silkeborg, Denmark or an affiliate of Trusted A/S ("Trusted") and the Customer unless otherwise agreed in writing signed by an authorized officer of Trusted. No additional or different terms or conditions will be binding upon Trusted unless specifically agreed to in writing signed by an authorized officer of Trusted. Failure of Trusted to object to conditions contained in any other writing or other communication from Customer shall not be construed as a waiver of these Conditions nor acceptance of any such other provisions. None of any past practice, industry standards, course-of-dealing or usage of trade shall constitute a modification of any term or condition contained herein, nor shall same add any term not contained herein.

1. Order confirmation

Offers are only accepted when the Customer has received Trusted's written acceptance of the offer, including confirmation in electronic form, or Trusted, before the expiry of the acceptance deadline, has received in writing, including electronically, identical acceptance from the Customer of an offer submitted by Trusted. Cancellation of orders must be made in writing, and must be confirmed by Trusted in writing. The Customer is, regardless of the reason for the cancellation, obliged to buy any goods commissioned for the order which cannot be cancelled. The goods in question shall be invoiced to the Customer, at the latest by the order's originally planned delivery time, at Trusted's purchase price with the addition of any delivery costs.

2. Delivery and transfer of risk

The Products are delivered Incoterms 2010 EXW (Ex Works) Trusted's principal place of business in Denmark. If no details are forthcoming from the Customer regarding the mode of transportation, Trusted can dispatch the Products to the Customer by a mode of transportation chosen by Trusted. All Trusted's costs arising from this shall be paid by the Customer and transportation is at the risk of the Customer, including but not limited to, risk of loss and damage. Ex works shall be interpreted in accordance with Incoterms 2010 or if outdated which Incoterms is valid at the time of the order and/or order confirmation.

3. Delay

The delivery time shall be stipulated by Trusted in accordance with its best estimation in accordance with those conditions which exist when the offer was submitted/the agreement was signed. The estimated date of delivery shall never be regarded as a deadline. Unless specifically agreed otherwise, postponement of the delivery time by 14 days due to circumstances at Trusted in any respect shall be regarded as a delivery being on time, and for this reason the Customer cannot make any claim against Trusted. If Trusted does not perform delivery in accordance with the above, the Customer can insist on the delivery and specify a final, reasonable deadline for this. If the delivery is not made by the deadline, the Customer is entitled to cancel the purchase. Beyond this, the Customer cannot make any demands as a result of the delay.

4. Prices

Trusted reserves the right at any time to adjust the agreed prices for non-delivered Products, in the event of price increases from sub-suppliers, increases in the price of materials, in the event of exchange rate change, changes in wages, government intervention or similar circumstances. Any tax, assessment, duty, custom or other fee of any nature imposed upon the Products, their sale, transportation, delivery, use or consumption imposed by any governmental authority, domestic or foreign, on or measured by the transaction between Trusted and Customer shall be paid by Customer in addition to the price quoted or invoiced. In the event that Trusted is required to pay any such tax, duty, fee or charge, Customer shall reimburse Trusted therefore unless otherwise agreed upon in writing.

5. Payment conditions

Payment shall be made by the date indicated on the invoice as the last date for payment for it to be regarded as on time. If no such date is indicated, payment shall be made in cash upon delivery. If the delivery is postponed due to the Customer's circumstances, the Customer – unless Trusted notifies the Customer in writing otherwise – is still obliged to make any payment to Trusted, as though the delivery was made at the agreed time. Trusted is entitled to charge default interest from the time the payment falls due of 2% per month of the outstanding payment at any given time, if lower, the maximum rate permitted by applicable law. When sending payment reminders, Trusted is entitled to make a dunning charge of DKK 100.00 on each occasion, if permitted by applicable law. In the case of default of payment, Trusted is entitled to request that collection costs are paid in full. All invoices will be sent by electronic communication.

The Customer is not entitled to offset any counterclaims against Trusted which are not recognised by Trusted in writing and is not entitled to withhold any part of the purchase sum due to offsetting of any type. Any assignment of Customer's counter-claims to a third party without Trusted's prior written consent shall be void. Customer agrees to reimburse Trusted for any costs and expenses (including reasonable attorneys' fees or costs of collection agencies) in connection with the collection of any amounts owed to Trusted under these Conditions or transaction contemplated hereby.

6. Trusted Visibility Suite, Trusted Mobility Suite App and API license

Subscription to the Trusted Visibility Suite, Trusted Mobility Suite App and API is prepaid for a subscription period. Unless otherwise agreed in writing, the subscription is calculated from delivery. For the following subscription periods an invoice will be issued for each period, i.e. prepayment for 12 months is made once a year. The subscription can be cancelled by either party with a notice period of the current month plus 3 months. However, the subscription cannot be cancelled in the first subscription period. No repayment is made of the pre-paid subscription, even if cancelled earlier than the end of the pre-paid period.

Customer understands that the Trusted Visibility Suite, Trusted Mobility Suite App and related Trusted tracking devices shall not be used for any purpose other than equipment managing and tracking. Trusted prohibits the use of Trusted Visibility Suite, Trusted Mobility Suite App and Trusted tracking devices in any way that is unlawful. April 2018

7. Data Protection and privacy

Trusted is dedicated to proper data protection and privacy. As Trusted is based in Denmark, Trusted is considered a data processor and Customer is the data controller in accordance with the Danish Act on Processing of Personal Data and General Data Protection Regulation (GDPR) in the EU and Trusted shall act only on instructions from the Customer. When you use Trusted tracking devices as an end-customer you are the data controller for Personal Data processed by the Trusted tracking system. As an end-customer (data controller) you are obliged to fulfill the obligations in the relevant data protection legislation. Any personal data on the end-users shall be processed in accordance with the rights of the data subject (e.g. access to data regarding processing). Trusted acts as data processor or sub-processor.

Trusted does only process data upon specific instructions from the end-customer (data controller) or another data processor acting on behalf of the end-customer (data controller). The relationship between the end-customer and Trusted or a data processor and Trusted is regulated in a data processing agreement in accordance with the requirements in the relevant data protection legislation. Trusted is entitled to aggregate and/or anonymize data collected from the Trusted tracking devices. When data are aggregated and/or anonymized it is no longer possible to identify the end-user. In accordance with Danish and EU laws and regulations, Trusted shall implement appropriate technical and organizational security measures to protect data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, abuse or other processing in violation of such laws and regulations. Trusted shall at all times ensure, that the subcontractor and partners meet the same standards as required by these Conditions between Trusted and the Customer. For any questions please see our privacy policy at www.trustedglobal.com or contact our Data Protection Officer at hello@trustedglobal.com.

8. Product information

Any product information – regardless of whether it stems from Trusted or one of Trusted's business associations – including information regarding weight, dimensions, capacity or other technical data, description, prospectus, advertisement etc. which is regarded as providing information, is only binding to the extent that Trusted specifically refers to it in the order and/or order confirmation. Specific requirements from the Customer are only binding to the extent they are confirmed in writing by Trusted. Trusted reserves the right to revise and discontinue Products at any time and without prior notice. Trusted will ship Products that have the same or similar functionality and performance of Products ordered, but changes, including, but not limited to, changes with regard to measurements and weight, due to technical requirements between what is shipped and what is described in specification sheets, catalogues, or the like, are possible.

9. Protected and confidential information

Any type of information which is not publically available, including drawings and technical documents, transferred by Trusted to the Customer ("Confidential Information"), shall remain the property of Trusted and shall be treated as confidential by the Customer. Such Confidential Information has been developed at substantial expense and contains trade secrets that are the exclusive property of Trusted. Confidential Information thus must not, without Trusted's written consent, be copied, reproduced or forwarded to a third party or used for any purpose other than the one for which it was intended when transferred. Confidential Information shall be returned to Trusted upon request.

10. Product changes

Trusted reserves the right to make changes without notice to its Products if this can be done without substantially changing agreed technical specifications and without any substantial change to the Products' shape or function.

11. Retention of title

Trusted reserves the right, with the restrictions imposed by fixed legal regulations, to ownership of the goods sold until the full purchased sum has been paid to Trusted, with the addition of accrued costs, or to the entity to which Trusted has transferred its rights. If the goods are sold in preparation for subsequent incorporation into, or amalgamation with, other objects, the sold goods are not covered by the right of retention if the incorporation or amalgamation has taken place. In the event the goods sold are converted or processed, the right of retention remains in force to the effect that it covers the converted or processed object to an extent equal to the value represented by the sold article at the time of its sale.

12. Limited warranties and Inspection

The Customer is obliged to check the Products immediately upon receipt. If there is any difference in terms of quantity or any defect is noticed, the Customer shall, immediately after receipt, without unfounded delay, inform Trusted in writing of the defect. Trusted warrants that Products produced by Trusted shall be free from defects in material and workmanship for a period of two (2) years from the date of delivery although not for defects which should have been noticed during the Customer's check upon receipt of the Products, cf. above. If there are no objections to it doing so, the Customer shall send the Product which the Customer claims to be defective to Trusted, after prior agreement with the latter and shall also enclose a completed complaint form from Trusted's website. Freight and insurance shall be paid by the Customer. The Product shall be returned to the Customer if Trusted's examination shows that the Product is not defective. Freight and insurance shall be paid by the Customer. Trusted also reserves the right to invoice the Customer for the technician's time for investigating the fault. If Trusted discovers defects, Trusted shall send the repaired Product or a replacement Product to the Customer. Trusted shall choose the mode of dispatch and shall pay for freight and insurance. For parts which are replaced or repaired, Trusted has the same obligations as those which applied to the original Product. Trusted is not responsible for defects which are due to normal wear and tear, lightning, fire, overloading, water, improper maintenance, incorrect installation or faults with repairs carried out by anyone other than Trusted. THE LIMITED WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON TRUSTED'S PART.

13. Indemnity

Customer agrees to indemnify, defend and hold harmless Trusted, its officers, directors, employees, agents and insurers of each of them, from and against any and all third party claims, demands, actions, damages, expenses, costs, claims, judgments and liabilities (including, without limitation, interest, penalties and reasonable attorneys' fees and investigative costs) incurred by Trusted, arising from, in connection with or as a consequence of (a) any negligent, or wrongful act or omission by Customer; (b) Customer's transfer, use or sale of any Product, except to the extent that such suit or demand arises out of the failure of such Product to meet Trusted's express warranties; and/or (c) Customer's possession, operation, maintenance, delivery or return of any Product. Such protection shall include, without limitation, claims for personal injury or death or property damage arising out of any act or omission of Customer or its customers. April 2018

14. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY PROVISION IN THESE CONDITIONS OR ELSEWHERE TO THE CONTRARY, EXCEPT FOR DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, AND THE INDEMNIFICATION OBLIGATIONS UNDER THESE CONDITIONS: (a) IN ANY ACTION UNDER OR RELATED TO THESE CONDITIONS, WHETHER ARISING IN CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE, NEITHER PARTY, OR ITS AFFILIATE, SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: (i) THIRD PARTY CLAIMS FOR DAMAGES; (ii) LOSS OF, OR DAMAGE TO, DATA; (iii) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR (iv) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS; AND (b) THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, SHALL IN NO CASE EXCEED THE TOTAL PRICE PAID BY CUSTOMER FOR THE PRODUCTS SOLD BY TRUSTED WHICH GIVES ARISE TO THE CLAIM. If applicable, Customer agrees to cause its customers and anybody in the chain of manufacturing supply and distribution including the end customer to be bound by limitations of liability substantially equal to those contained in these Conditions. This Section 14 shall survive the termination or expiration of these Conditions. Furthermore, Trusted renounces all liability for any installation costs in connection with a defective Product. Any costs in this respect shall be borne by the Customer. Trusted renounces liability for any operational problems at the chosen tele-operator and supplier of digital grids. Trusted renounces all liability for any repairs to damage which the Product or use thereof may entail. Trusted's liability towards the Customer for loss or damage arising from defective quality or for any other non-conformity is limited to the purchase price of the Trusted equipment claimed to be defective. Trusted shall only be liable towards the Customer for product liability, if such product liability cannot be derogated from under the mandatory Danish law, and if the Customer - in addition to the otherwise applicable requirements under mandatory Danish law - can prove that the defect having caused the damage is a result of Trusted's negligence.

15. Intellectual rights

If a product is supplied with accompanying software, the Customer acquires a non-exclusive software licence in the form of a right to use the software for the purpose made clear in the accompanying product specifications. The License is only applicable for the contract period, and will terminate, when the contract expires or is terminated. Over and above this, the Customer acquires no rights in the form of licences, patents, copyrights, trademarks of other intellectual rights connected with the Product. The Customer acquires no rights to the source code of the software.

16. Force majeure

Trusted is entitled to cancel orders or defer the agreed delivery of Products, and is otherwise free from liability for any lack of delivery, or defective of delayed deliveries, which are wholly or partially due to circumstances which are outside the reasonable control of Trusted, such as any act of God, embargo, rebellion, unrest, war, terrorism, fire, state regulations, strikes, lockout, go-slows, lack of means of transportation, scarcity of goods, sickness, delay in or lack of supplies from suppliers, accidents in production or testing, lack of energy supplies, inability to obtain necessary labor, manufacturing facilities or delays by sub-contractors. All the Customer's rights are suspended or are discontinued in such cases. In the event of cancellation or delayed implementation, the Customer cannot request compensation from or assert any other claim against Trusted.

17. Transfer of rights and obligations

Trusted is entitled to assign and transfer, in whole or in part, its rights and obligations under this agreement to a third party. Customer may not assign or transfer its rights and obligations hereunder without the prior written consent of Trusted.

18. Governing law

The parties agree that these Conditions, any sales hereunder, or any claim, dispute or controversy between Trusted and Customer arising from or relating to these Conditions, its interpretation, or the breach, termination or validity thereof, the relationships which result from these Conditions or any related sale shall be governed by the laws of Denmark, without regard to its conflicts of law provisions.

19. Survival

Section 9, 13, 14 and 19 shall survive the termination or expiration of these Conditions.

22 Complete agreement

These Conditions and Trusted's written acceptance constitute the complete and exclusive statement of the agreement between the parties hereto. It supersedes all prior written and oral statements, including prior representations, statements, conditions, or warranties with respect to the Products.