

Digitell A/S – TERMS AND CONDITIONS

These conditions apply to all deliveries of goods and services made by Digitell A/S unless otherwise agreed in writing. The terms and conditions apply to all offers, customer orders, sales and deliveries made by Digitell A/S. The customer order contracted is binding on the customer for the period specified in the customer order.

DELIVERY

Unless otherwise expressly agreed, delivery takes place at the customer's address. The customer is obliged to ensure access to unloading goods at the customer's address within the delivery time specified by Digitell A/S. If the customer has not ensured that goods can be delivered at the address, the goods are left with the customer at the address of the customer's risk or the goods are taken back, and the involved costs are invoiced to the customer. The customer is obliged to inspect received goods and immediately contact Digitell A/S in case of product damage or other defects.

Partial delivery is not made without prior agreement. If one or more items is in back order, the entire order will be shipped together upon receipt of the missing items. Stated delivery times are indicative and subject to delay as a result of circumstances beyond the control of Digitell A/S, including work stoppages, transport and fuel obstacles, missing or defective or delayed deliveries from subcontractors. In such cases, the delivery time will be postponed as long as the obstacle remains. If the customer does not fulfil any overdue payment obligations, the delivery time is postponed until payment is made. If delays occur by reasons other than mentioned above, however, the customer is not entitled to cancel the agreements completely or in part, or assert other breach remedies.

PAYMENT

Unless otherwise agreed, billing takes place quarterly in advance with payment terms 8 days net. In case of late payment, a reminder fee of DKK 150.00 per reminders charged. In case of repeated late payments, Digitell A/S may terminate the agreement without notice for full and final fulfilment. The customer is not entitled to withhold any amount as security for the fulfilment of any obligation; nor does a delay in an insignificant part of the delivery justify the customer to omit the full payment according to the agreements made.

Until the delivered is fully paid, the customer is obliged to keep the delivered insured for the total price against fire, theft, vandalism and water damage. The customer is obliged to issue an insurance declaration on request.

PRICES

All prices are exclusive of VAT and calculated in Danish kroner unless otherwise stated. The buyer is aware that outstanding debt from any previous contract has been co-financed in the price of this contract.

Prices for services are valid for 12 months at a time, but can be regulated by Digitell A/S as a result of changes in the level of costs, taxes and dues, environmental conditions, exchange rates, insurance premiums, etc. After 12 months, a wear regulation takes place (min. 5% per year). Digitell A/S is entitled to charge an environmental fee. The fee is charged on the basis of increased expenses to the Danish state, eco-labelling of the products, etc. As of 1 September 2022, the fee is DKK 95.00 per invoice. When signing the customer order, the buyer has provided the estimated number of prints per quarter and has been made aware that the agreed price is per A4 print and that the agreed number of prints is a minimum volume per billing period. In addition, the buyer is aware of the agreed price of prints exceeding the agreed estimate. Excess prints are billed separately.

Digitell A/S registers the customer's toner consumption based on specified counter readings. When ordering toners and consumables, the customer is obliged to provide information on counter level and machine serial number(s).

TRANSFER

The operating or leasing agreement entered into can be transferred/transported by Digitell A/S to third parties, just as Digitell A/S is entitled to use a subcontractor for the performance of the operating or leasing agreement.

RETURN

Goods are only taken back by prior arrangement and only if the original packaging is unbroken. Special items will not be taken back. The customer bears the shipping risk of returns.

DEFECTS

Digitell A/S provides a warranty for 12 months from the delivery of the equipment for construction, manufacturing or material defects. Defects resulting from wear, damage, unusual use, inadequate maintenance, incorrect operation, own attempts at repairs or the use of components not approved by Digitell A/S is not covered by the warranty. If a defect is covered by Digitell A/S warranty, Digitell A/S may at their option, either replace or repair the equipment or the defective parts. Customer may not mend defects unless Digitell A/S has acknowledged the defects in writing and approved the way in which they are to be repaired. Customer must notify Digitell A/S in writing within 5 working days of finding a defect. After the expiry of the 5-day deadline, the defect cannot be claimed for.

LIMITATION OF LIABILITY AND PRODUCT LIABILITY

The customer has no remedies other than those expressly stated in these Terms and Conditions. Thus, the customer cannot claim compensation in the event of late delivery or compensation for operating or production losses, loss of profit, or other indirect loss.

For damages covered by Act No. 261 of 20 March 2007 on product liability, the provisions of this Act apply. In the case of product liability not covered by the above Act, Digitell A/S is not responsible for damage to movable or immovable property used commercially, and occurring while the material is in the customer's possession. Digitell A/S is not responsible for operating losses, loss of earnings or other indirect losses.

SERVICE AGREEMENT

All devices are only sold with a mandatory service agreement covering wages, mileage, spare parts, toners, as well as calls during normal working hours, but are exclusive of paper, staples as well as user errors.

Normal working hours of Digitell A/S are as follows:

Monday – Thursday from 08:30 - 16:00, Friday from 08:30 – 15:00.

This service agreement is, unless otherwise agreed, an agreement with minimum volume, that is, you are obliged to purchase the agreed copies/prints once a year. Exceeding copies/prints are billed separately and underrun copies/prints are not credited. The billing takes place quarterly unless otherwise agreed. All IT support and work is for a fee unless otherwise specifically agreed.

The service agreement can be terminated by both parties with 3 months' written notice, however, at the earliest after the number of months on the front of the contract. If the service agreement is not terminated, it is self-renewing for a 12-month period at a time. The agreement may, in such a 12-month period, only be terminated with 3 months' notice to expire at the same time as the expiry of the 12-month period concerned. This is due to the planning of the service preparedness that Digitell A/S is to be able to perform in a given period. In the case of leasing, operating agreement or rental, the service agreement can be terminated at the earliest so that it expires at the same time as the agreed lease, operating agreement or rental period. In the case of free purchases, the service agreement continues so that it expires at the earliest at the same time as the originally agreed lease, operating agreement or rental period. This agreement may be terminated immediately and without notice if either party enters into liquidation, initiates reconstruction, goes bankrupt or does not comply with its obligations. In the case of leasing, operating agreement or rent, the service agreement is ongoing throughout the agreed lease, operating agreement or rental period. In the event of termination before the end of the agreed period, the customer is obliged to pay the service fee for the remaining agreement, corresponding to the minimum volume per billing period and print controller subscription to Digitell Print Management as stated on the front page. Furthermore, Digitell A/S is entitled to charge an early redemption fee of DKK 5,000 plus administration fee as well as freight per unit upon early redemption.

Service prices are calculated on the basis that the entire cover surface for B/W prints is a maximum of 3.5% and for colour prints a maximum of 12%. If the customer's consumption turns out to be a higher cover surface than stated, the customer is obliged to pay a fixed additional payment to Digitell A/S. Develop, Konica Minolta, Kyocera and Xerox products are not subject to this cover surface limitation. Furthermore, Digitell A/S reserves the right to adjust these prices on an ongoing basis in line with price increases from suppliers as well as further regulations according to prices. Service subscription to print controllers is only covered if agreed in writing.

If the customer has opted in to Digitell Print Management on the front page, a service subscription of DKK 9.00 per unit per month is mandatory. The system provides the customer access to monitor its network for all printing and copying devices via Digitell Print Management.

If the customer does not provide their own mail server, the customer hereby confirms that Digitell A/S has the right to transfer this function to SMTP.dk with whom Digitell A/S is in collaboration. This is billed at DKK 49.00 per month.

Follow Me and other document management solutions are not covered by the service agreement. Maintenance and support on these are billed separately unless otherwise agreed.

FORCE MAJEURE AND JURISDICTION

Should delivery be prevented due to force majeure, it exempts Digitell A/S from all liability, and Digitell A/S reserves the right, in whole or in part, to cancel the agreement, or postpone delivery with the delay caused by the obstacle, beyond the agreed delivery deadline. Force majeure includes, among other things, labour disputes, war or military conscription, blockade, barriers, political disturbances, state intervention of any kind or circumstances which are otherwise beyond the control of Digitell A/S control and which affect the ability of Digitell A/S to fulfil its delivery obligations. All disputes under this agreement or agreements related thereto shall be decided in Denmark in accordance with the rules of the Administration of Justice Act and based on Danish law at the place of jurisdiction for Digitell A/S.

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