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## Terms and conditions

Terms and conditions for Zebicon a/s  
Version 1,5 / 2021-01-06

### Usage and definition

The present terms and conditions are used for all services (SERVICES) delivered by Zebicon a/s (VENDOR) to the company's customers (BUYER) unless other agreement explicitly has been made.

Parts, tools, prototypes, models, and physical objects provided by BUYER as the basis for the SERVICE are characterized as PARTS.

### Signing of agreement

A quotation is valid 60 days from sending. If any change in the job occurs, VENDOR is eligible to invoice additional material and time consumption according to regular rates.

VENDOR is eligible to invoice additional working hours due to defective, faulty, or 'unhealthy' files, which, through standard file formats (IGES, STEP, STL), do not import correctly into regular CAD software.

### Drawings, descriptions, material, and parts

Drawings or CAD parts in paper or digital, descriptions, images or other material delivered to VENDOR with respect to conducting the SERVICE, will be destroyed/deleted or thrown away unless other agreement is made. PARTS will be returned to BUYER within 8 days unless other agreement is made.

All data is stored by VENDOR for one month after delivery. If raw data, process data, or result data is to be stored beyond this period, BUYER must specify this when confirming the order.



### **Disclosing of material facts**

When launching a project, BUYER has a duty to disclose all material facts about the PART regarding personal safety and work environment.

In cases where the job or part of the job is conducted at BUYER'S or a third party's facilities, BUYER is responsible for providing all relevant information regarding personal safety and work environment, including possible safety instructions.

BUYER is also responsible for advising about all factors that might influence the operation and safety of the metrology equipment used for conducting the job. Including, but not limited to, lighting and environmental conditions, as well as access and space.

Waiting and/or non-productive time is invoiced separately in addition to the quotation or order confirmation.

### **Delivery time**

Delivery time is agreed individually because of the nature of the service. Delivery time is estimated by VENDOR in the best way possible in accordance with the conditions presented at the time of making the quotation or confirming the order. The delivery time is calculated from the day the parties agree upon the details of the SERVICE, and the PART is at VENDOR'S disposal.

### **Delay**

If VENDOR realizes that he cannot deliver in time or a delay is possible, he is to give written information to BUYER about this immediately and at the same time state the reason and a new expected delivery date.

If the delivery delay is caused by force majeure or BUYER'S action or non-performance, the delivery time is prolonged to the extent which is considered fair under the circumstances.

### **Delivery**

Results and data are delivered electronically/in digital form via VENDOR'S WeTransfer Channel. Alternatively, delivery can happen via e-mail, shipment of a physical disk, or after BUYER'S instruction.



### **Price and payment**

Prices are given in DKK and are exclusive VAT, shipment, packaging, and possible handling costs.

The payment terms are end of the month + 15 days.

VENDOR is eligible to demand payment on account, if the accumulated balance in VENDOR'S favor has passed DKK 50,000.00 regardless of the payment terms.

Without explaining, VENDOR is eligible to demand prepayment. This will be evident from the quotation or order confirmation.

A 1.5% penalty of the amount due is added for each month or part of a month the payment is past the due date.

When sending out payment reminders, VENDOR is eligible to calculate a separate fee.

### **Property**

The delivery remains the property of VENDOR until the full amount has been paid.

Instruments and tools provided in delivering the SERVICE remains the property of VENDOR, regardless that development and/or manufacturing has been separately invoiced to BUYER.

Every kind of technique, strategy, or method that VENDOR should develop in respect to VENDOR'S services, belongs to VENDOR, regardless that this is developed in cooperation with BUYER.

### **Complaints**

BUYER is entitled and obliged to inform VENDOR of errors or shortcomings in the delivery. This is to be done as soon as possible and within 8 days from delivery.

Complaints are entitled solely based on the delivery and thus not in connection with possible processes that BUYER undertakes or wish to undertake in his own systems.

VENDOR is entitled and obliged to remedy errors or shortcomings due to flaws in processes or handling. It is VENDOR'S evaluation if this is best remedied through modifications or by redoing the whole or part of the process.

Complaints do not entitle BUYER to a price reduction or cancellation of the agreement.



### **Responsibility**

Every form of electronic communication happens at BUYER'S risk and responsibility. Possible encryption of data is at BUYER'S discretion.

VENDOR does not consider e-mail or other electronic communication as secure except data exchange via VENDOR'S recommended data channel.

PARTS are included in the process at BUYER'S risk and responsibility. Possible insurance of PARTS happens at BUYER'S expense and initiative.

VENDOR can by no means be held responsible for how BUYER applies the delivery, including purposes that go against the legislation.

VENDOR is not liable for any operating loss, loss of raw material, earnings or profits, or other indirect losses with respect to delay or shortcomings.

### **Force majeure**

The following conditions cause exempt from liability if they prevent the fulfillment of the agreement or make the completion unreasonable burdensome: Labor dispute and any other circumstance that is beyond the parties' influence, e.g. fire, war, absence of transportation, defects or delay of deliveries from supplier or sub supplier, caused by force majeure.

Force majeure only causes exempt from liability if its influence on the fulfillment of the agreement could not be foreseen when entering the agreement.

The party who wishes to plead exempt from liability must immediately notify the other party in writing. In case of force majeure on BUYER'S side, he is to cover the expenses that VENDOR incurs in securing and protecting the delivery.

No matter what these regular terms and conditions state, each party can cancel the agreement by notifying the other party in writing, if the fulfillment of the agreement is hindered by force majeure for more than six months.