

Date: 2018-04-20

## **TRADE AGREEMENT**

### *AGREEMENT CONCLUSION*

Unless otherwise stated the Webpart's quotation is binding for 30 days from the quotation date after which it expires unless Seller has given a written order prior to the deadline.

If Webparts has not made a quotation, an order from the Seller is binding once Webparts has submitted a written order confirmation.

### *AGREEMENT BASIS*

Unless otherwise agreed in writing between the parties, any future deliveries that are not covered by this contract shall be subject to the below conditions.

Information about products and price lists is purely indicative and is only binding as far as an agreement explicitly refers to it.

Under the terms and conditions stated in this Trade Agreement, Webparts will deliver the following to the Seller:

- Access to Webpart's online portal through the Seller's own internet access to [www.web-parts.com](http://www.web-parts.com)
- Ongoing update of the Seller's data

This Trade Agreement implies that the Seller has paid the payments stipulated in the Trade Agreement including current payments.

The Seller is entitled to receive Hotline Service only in so far as the Seller has complied with his / her payments in the Trade Agreement.

## **SETTLEMENT**

A monthly fee is charged quarterly. In addition an administration fee will be deducted from the order amount which are paid by the end of each month for the previous month.

Unless otherwise stated all prices are stated excluded VAT.

Webparts reserves the right to increase agreed prices in so far as new or increased costs are charged to Webparts in the form of taxes, VAT or the like or as a result of any changes in exchange rates.

Payment terms are net +14 days.

In case of late payment, Webparts is entitled to charge interest from the due date by 5% over the discount rate annually.

## **SELLER'S OBLIGATIONS**

The material displayed on Webparts is for information only. Webparts calls upon the Seller to be careful and accurate and, moreover, exercise due diligence as well as follow good practice in assessing the suitability of the Products.

Webparts is not able to verify the information provided by Seller for each product. The advertisements are solely to be considered as an invitation to make a quotation and a final agreement on the delivery of a Product is only concluded when the Customer receives an order confirmation.

Therefore, all information can not be perceived as insured properties of the product unless a special agreement is reached. All content, including text, graphics, software and other material on the site, as well as the setup and processing of such content, is owned by Webparts and is protected by the Danish Copyright Act. Any use, including distribution, publication, reproduction, display or other use of the content on the Site, is permitted only by Webpart's express written permission.

## **COMPLAINT**

The Seller is obliged to submit a thorough investigation upon receipt of the service. Any complaints must be submitted in writing and received by Webparts within 20 working days of delivery.

The Seller must indicate and, if required, show how the alleged defect or defect is expressed.

## **ACCESS**

The Seller is required to establish necessary access controls to the system in order to counter abuse of the access to Seller's data using the Access Rights granted to Seller.

Webparts can not be held liable for abuse of the Access Rights granted to Seller and reserves the right to fully make Seller liable for loss, damage and abuse caused by Seller, its users, or anyone who accesses the system using Seller's assigned access rights.

It is the Seller's responsibility to ensure:

- that the users who access Webparts are instructed in the use of the portal
- that the communication software used by the Seller is updated and is set up according to Webparts' instructions

## **UNAUTHORIZED USE OF WWW.WEB-PARTS.COM**

The Seller is not entitled to use Webparts' systems for illegal, offensive or rights violating purposes. If such use comes to the knowledge of Webparts, Webparts is entitled to prevent Seller's access to the service in question.

## **SECURITY**

Webparts has established security procedures for server environment protection, access control, and SSL encryption of Internet access.

In spite of the established security measures, it is not possible in any situation to counter unauthorized access to the servers. Webparts can not be held liable for Seller's possible loss due to hacking and the like of Webparts and using Webparts' services, as well as Webparts can not be held liable for Seller's loss as a result of fire damage or power outage at the host retailer. Webparts can not guarantee the interception of communication between Webparts' server and Seller's users.

## **PRIVACY**

Data processed for Seller using Webparts systems may contain personal data that may require consent under the Data Protection Regulation.

It is the Seller's responsibility to ensure that the law's provisions regarding the storage of personal data are not violated and that the necessary permits have been obtained under the Act.

Webparts is solely responsible for ensuring that the required technical and organizational measures required by law have been made for security against destruction, loss or deterioration and against illegal disclosure, abuse or processing of personal data.

## **DEVELOPMENT OF THE SERVER**

Webparts may notify of server shutdown if necessary for refurbishment and maintenance. Closure will in all normal cases occur with reasonable notice, whereas acute situations may lead to closure without notice.

However, Webparts is always required to provide the best possible notice.

## **OPERATION**

### *ACCESS TIMES*

The normal opening hours are every day from 00:00 – 00:00.

From 20:00 to 02:00 performance improvements are required due to backup and system updates.

### *SHUTDOWN*

In case of shutdown beyond the normal opening hours, Webparts can be contacted on phone +45 8213 1700.

### *SECURITY COPY*

Data and programs are backed up according to the following plans:

- The night after weekdays copies of all data on the server are made
- The copy is stored for 30 days
- Seller is responsible for data stored in his / her premises

## **DATA**

The data registered by Seller at [www.web-parts.com](http://www.web-parts.com) belongs to Seller and may therefore not be subject to any form of detention or sanction from Webparts. Webparts is obliged to hand over all registered data to Seller upon request.

Delivery must be made without notice upon request. However, a period of 5 business days are allowed to complete the delivery of data. Data is provided in the form supplied by Seller and is provided in a data format that can be used for further processing.

In addition, Seller may request:

- Reprint of invoices, account specification, and other external documents from the web portal, in standard readable format (eg PDF)
- Seller's files can be delivered by mail

The above mentioned benefits are settled on Webparts' current hourly rates and are exclusive of consumables.

## **TERMINATION**

### *PERIOD*

This agreement is binding for 12 months from the date of entry into force. The agreement will automatically be renewed for 3 months at a time, until the agreement is terminated by one of the parties.

The subscription can be terminated at any time from the Seller (except for the bond period). As the subscription period runs for 3 months at a time, and as it is renewed automatically 30 days before the end

of each 3-month period, a termination notice must be received by Webparts within 30 days prior to the expiration of a 3-month subscription period to be valid.

Any prepaid subscription will not be refunded. If the termination has not taken place in time, the customer is obliged to pay the subscription charge for the following 3-month period.

Termination of a subscription must be made in writing either by e-mail to [mail@web-parts.com](mailto:mail@web-parts.com) or by post to Webparts A/S, Engelsholmvej 26, DK-8940 Randers SV.

In case Webparts does not continue operations, due to bankruptcy or other, data will be handed over to Seller.