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## Aarhus GeoSoftware Sales & Delivery Terms

All sales, supplies and services performed by Aarhus GeoSoftware ("AGS") for you as customer or reseller ("you") are exclusively governed by the terms and conditions as laid out in these Sales & Delivery Terms ("Terms") if they are not altered through explicit agreement signed by both parties.

## 1. Offers & Quotations

Any price quotations provided by AGS to you shall be valid for the period stated in the quotation. If no time period is stated, then they shall be valid for 30 (thirty) days from the date of the offer.

#### 2. Order Processing & Orders

Orders are typically processed within 48 hours after receipt. Orders placed are not binding until accepted by AGS in writing, via email order confirmation or otherwise.

#### 3. Prices

Price list is displayed on AGS' website: <a href="https://www.aarhusgeosoftware.dk/">https://www.aarhusgeosoftware.dk/</a>. Prices do not include charges for applicable taxes. Depending on your location AGS may be obligated to collect taxes on the purchase price. All taxes shall be added to prices shown and you agree to pay same.

## 4. Charges & Payment Terms

Invoices are due upon receipt of invoice and without deduction. Amounts are payable as specified on the invoice or the transaction document. You agree to pay accordingly, including any late payment fees like default interest, court and law-yers' fees or administration costs. Any costs incurred because of delayed payment are charged to your account.

# 5. Delivery

The software will be delivered to you via Internet delivery at no cost for you. AGS will deliver the license key(s) with the invoice up till 30 days before receipt of payment. If payment is not received within the time period stated in the invoice, the license key(s) gets inactive until payment is received. USB keys delivery is optional at extra cost, depending on location and customs.

# 6. Updates & Support

All sales include one year of updates and support. After the first year, AGS charges a fee for extending the update and support.

# 7. Intellectual property rights

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#### 8. Disclaimer of warranties

To the maximum extent permitted by applicable law, AGS and its suppliers provide the Products and any (if any) support services as is and with all faults, and hereby disclaim with respect to the Products and support services all warranties and

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## 9. Exclusion of incidental, consequential and certain other damages

To the maximum extent permitted by applicable law, in no event shall AGS or its suppliers be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the software or support services, the provision of or failure to provide support services, or otherwise under or in connection with any provision of this contract, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of AGS or any supplier, and even if AGS or any supplier has been advised of the possibility of such damages.

## 10. Limitation of liability and remedies

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of AGS and any of its suppliers under any provision of this contract and your exclusive remedy for all the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to the greater of the amount actually paid by you for the software or five dollars (US\$5.00). The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

## 11. Product License and Software Warranty

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Violations will be prosecuted to the maximum extent possible.

AGS is not obliged to provide any support that exceeds basic technical support.