



General Terms and Conditions (GTC)

1. Scope 1.1 These General Terms and Conditions ("GTC") apply to all contracts, agreements, and business relationships between Salus Nordic A/S ("the Company") and its customers, suppliers, or partners ("the Client"), unless otherwise explicitly agreed in writing. 1.2 Deviating terms and conditions from the Client are only valid if expressly accepted in writing by the Company. 1.3 These GTC specifically address the provision of smart home products and services, including thermostats, EV chargers, and related technologies.

2. Offers and Orders 2.1 Offers provided by the Company are non-binding unless otherwise stated in writing. 2.2 An order placed by the Client constitutes a binding offer. A contract is only formed when the Company confirms the order in writing or by electronic communication. 2.3 The Company reserves the right to refuse orders without providing reasons, especially if the products or services requested are not compatible with the Client's existing systems.

3. Prices and Payment Terms 3.1 All prices are in the currency specified in the order confirmation and exclude taxes, shipping, and other applicable fees unless otherwise specified. 3.2 Payment is due within 30 days from the invoice date unless otherwise agreed in writing. For customized installations, a deposit may be required. 3.3 The Company reserves the right to charge interest on overdue payments at a rate of 2% per month and may suspend further deliveries or services until payment is received.

4. Delivery and Transfer of Risk 4.1 Delivery dates are approximate unless expressly confirmed as binding. The Company endeavors to meet agreed delivery schedules but cannot guarantee delivery dates due to external factors. 4.2 Risk passes to the Client upon dispatch of the goods from the Company's premises, regardless of the delivery method or who bears the shipping costs. 4.3 The Company is not liable for delays caused by force majeure, transportation issues, or other circumstances beyond its control.

5. Warranty and Support 5.1 The Company warrants that its products are free from material defects and conform to agreed specifications at the time of delivery. 5.2 Claims for defects must be submitted in writing within 14 days of receipt of goods. The Company will provide support via its technical team to address issues. 5.3 The Company's liability is limited to repair, replacement, or refund, at its



discretion. Support for products is available during regular business hours via phone or email.

6. Limitation of Liability 6.1 The Company's liability is limited to direct damages and does not include indirect, incidental, or consequential damages, including lost profits or downtime caused by product failures. 6.2 The Company's total liability under any agreement is capped at the value of the goods or services provided under that agreement.

7. Retention of Title 7.1 All goods remain the property of the Company until full payment is received. 7.2 The Client must handle the goods with care and inform the Company immediately if they are seized, damaged, or otherwise affected by third parties.

8. Confidentiality 8.1 Both parties agree to treat all non-public business and technical information received from the other party as confidential. 8.2 This obligation remains in force even after the termination of the business relationship.

9. Data Protection 9.1 The Company processes personal data in accordance with applicable data protection laws, including GDPR, and its Privacy Policy. 9.2 The Client consents to the processing of their data for contractual purposes, product updates, and marketing communication, which can be opted out of at any time.

10. Governing Law and Jurisdiction 10.1 These GTC are governed by the laws of Denmark. 10.2 Any disputes arising from these GTC or related contracts will be subject to the exclusive jurisdiction of the courts in Denmark.

11. Final Provisions 11.1 Amendments or additions to these GTC must be in writing and agreed upon by both parties. 11.2 If any provision of these GTC is found to be invalid, the remaining provisions remain unaffected. 11.3 The Client may not assign their rights or obligations under the contract without the prior written consent of the Company.