



CodeIT Terms and Conditions

Updated 28.8.2020

1. Scope.

CodeIT provides consulting, software services, technical services, hardware, and supplies. These terms form the basis of our contracts and apply to all deliveries if the contract does not specify other terms.

2. Validity.

An offer from CodeIT is not binding if it has not been accepted and confirmed within 30 days from the offer date or date stated in the offer. Confirmation email is considered written acceptance. If accepted later than 30 days, CodeIT reserves the right to change price and delivery time or refrain from delivery. Offers or agreements that CodeIT makes or mediates in collaboration with its partners are only binding when they have been confirmed in writing by both parties.

3. Reservations, external conditions.

Offers are made subject to the fact that there are no significant changes in prices for components, associated services, freight, exchange rates and taxes / fees in the time until the service / item is ordered, or delivery takes place. If such changes take place up to the time of delivery, CodeIT has the right to adjust its terms accordingly.

4. Reservation in event of change in scope of delivery.

All conditions in an offer are calculated based on the total volume and scope to which the offer applies. We therefore reserve the right to make changes to these if a reduction of delivery, partial order and partial delivery should become applicable.

5. Prices.

CodeIT reserves the right to adjust its prices without prior notice for deliveries not defined in the contract. Price adjustment will normally be made in the event of significant changes in exchange rates. Or an assessment of a lasting change in the general cost level. All prices in our descriptions and offers are stated ex. VAT, minimum unit of time is 0.5 hours.

6. Terms of Payment.

Consulting services are invoiced in advance to an account with settlement after the project has been completed. Technical services are invoiced continuously per hour and are considered delivered on the date the service is performed. When services are provided during installation or in a project, the invoicing interval is in arrears with an interval of 2 weeks.

7. Date of Payment.

Our payment terms in addition to contractual delivery or annual agreements are net 30 days after delivery.

8. Changes and cancellations.

CodeIT reserves the right to make errors in sales materials, on websites and in advertisements and may unilaterally reject or delete orders and orders based on such errors. This requires that it is done in a reasonable time after the buyer has ordered the item.

When an order is confirmed through order confirmation or activated access, changes or cancellations by the customer may result in costs to be covered by the customer. Any changes / cancellations must be made in writing and CodeIT must as soon as possible and within 10 working days confirm and, if necessary, submit a claim for cost recovery.

9. Terms for CodeIT product and service areas.

9.1. Consulting.

Consulting is provided in relation to the scope and descriptions that appear in the contract. CodeIT performs assignments based on the customer's description and in dialogue with the other parties the customer specifies. In addition to the services provided, CodeIT does not have legal responsibility for other parties and deliveries in the project unless this is expressly agreed in the contract.

9.2. Software Services.

Developer services and software services in connection with integrations are performed as ongoing hourly work if there is no confirmed delivery description at a set price. Hourly rates are stipulated in § Prices. Software access is considered delivered on the date the customer has used the solution or the date stated in the delivery confirmation if no written deviation report is available. The customer has user rights to the software, but no rights regarding source code.

9.3. Software user rights are invoiced in advance.

CodeIT shall also be able to invoice fees for maintenance, available assistance, and necessary technical updates as well as installation of this at the user site. Interval for advance payment is annual, quarterly, or monthly depending on the scope of the service and with reference to conditions specified in the offer or contract.

9.4. Technical Services.

These are carried out in accordance with the agreement and delivered on an ongoing basis unless otherwise agreed. Minimum unit of time is 0.5 hours. For work performed at the customer's, travel, accommodation, and subsistence are added accordingly. For work outside core hours 08:00-17:00, overtime costs are calculated.

9.5. Hardware.

Hardware that is not included in the project or is installed by others in accordance with the agreement with CodeIT, is considered delivered when the item leaves us or our supplier for delivery to the client. Delivery takes place by the shipping company CodeIT or our supplier has an agreement with at any time. If the delivery does not include software service and integrations and an installation agreement has been made, hardware is considered delivered when installation has been completed and the machine's functions have been tested at the user site in accordance with CodeIT test procedures. Delivery of hardware included in the project delivery is considered delivered according to the same principles unless otherwise specified in the project agreement. If other conditions postpone installation and testing beyond 2 weeks from the agreed contractual time, CodeIT may invoke acceptance and takeover. Hardware is always sold by CodeIT including applicable environmental fees and charges unless otherwise specifically stated. The customer bears the risk of the equipment, accidental loss, or damage from delivery. Other consequential damages are not compensated.

9.6. Supplies.

Labels are delivered according to specifications and scope defined in the offer or agreement. Due to technical production conditions, adjustment to the print run / number produced may occur. Labels must be stored dry and frost-free outside direct sunlight and in original packaging for as long as practicable. Ideal storage temperature is 20 ° C. Relative humidity 45-55%. Poor storage can result in altered dispensing properties in automatic machines, adhesion to the end-product, and print quality. Ribbons should be stored dry and frost-free and in original packaging for as long as practically possible. Ideal storage temperature is 20 ° C. Relative humidity 45-55%. Poor storage may result in altered properties. Ribbons will significantly change properties when stored incorrectly. Ribbons require temperature-controlled shipment. Recommended maximum storage time is 24 months.

Inks / Top-ups / Cleaning Fluids are delivered from CodeIT using suitable and appropriate transport. Some products require the item to be sent as temperature-controlled goods and for some products they must be marked as hazardous materials. Improper storage and use after the expiration date can damage printheads. The products are marked by our suppliers in accordance with requirements for chemical products and associated safety data sheets are provided. Storage conditions and maximum / minimum temperature ranges are also specified here. The client is responsible for correct storage, health and environment as well as safety at the user site.

Complaints regarding supplies.

Correct functionality of marking and associated machines is dependent on using the correct supplies, correct storage, and correct use. If CodeIT in the event of complaints and technical work exposes a connection between errors in the storage and use of supplies, or unsuitable supplies, we reserve the right to charge the customer for all costs incurred in dealing with the complaint.

10. Delivery, responsibility and shipping.

Unless otherwise agreed in the contract or order confirmation, CodeIT delivers hardware and equipment in accordance with INCOTERMS 2020 DAP (Delivery At Place), excluding VAT and customs clearance for export delivery.

Shipping is invoiced according to current cost. Shipping company is the company CodeIT always has an agreement with. The risk passes to the buyer when the item has been delivered from our carrier to the buyer's delivery address. If the buyer chooses his own carrier, the responsibility passes to the buyer upon delivery from CodeIT's address or our supplier's address.

Responsibilities and takeovers that apply to consultants and software services appear in sections 9.1, 9.2 and 9.3

11. Compensation and consequential damages.

In the event of breach of contract, the affected party may claim compensation for documented financial loss in accordance with general principles for compensation in contractual relationships with the following limitations;

11.1. Indirect losses, consequential damages and loss of customer data are not covered.

Indirect losses include, but are not limited to, losses of profits of any kind, losses due to business interruptions, loss of losses and claims from third parties.

11.2. Financial responsibility.

Each of the parties' total financial responsibility shall under no circumstances exceed 25% of the contract amount (excluding VAT).

12. Preparation of installation site.

12.1. Access and equipment.

The client is responsible for the preparation of the installation site at his own expense. Arrangements shall be made for CodeIT to perform the agreed service, including necessary access to premises, production lines and agreed equipment.

12.2. Technical preparations.

The client has a special responsibility for building preparations and installation of electrical systems, data cables and air in accordance with specifications specified in the delivery agreement.

12.3. Integrations.

If the installation does not include software services and integrations, the client must ensure such procurement. It is the customer's responsibility to prepare and participate in the installation so that the function of the solution can be fully tested in an effective way for both parties. CodeIT is not responsible for errors and delays that may arise because of defects in installations or other preparations for which the customer is responsible.

12.4. Liability in the event of deviations.

If the installation site is not prepared in accordance with the agreement and this is not due to circumstances for which CodeIT is responsible, CodeIT may demand financial compensation for costs / losses, as well as agree on postponement of the delivery time so that other deliveries do not suffer consequential damage.

13. Warranty, complaints and return terms.

13.1. Standard components.

For standard components and software included in a delivery, the customer may, unless otherwise agreed, claim more extensive rights than those CodeIT has in its agreement with the subcontractor or as a result of the subcontractor's general terms. Such terms are available as an appendix to our project agreements or by contacting CodeIT.

13.2. Small electronics and accessory products.

This group includes prefabricated cables, batteries, battery chargers, sensors / simple sensors and spare / consumable parts ordered by the customer. Here there is a guarantee / right of complaint in relation to manufacturing defects of 3 months. Units in this category are not normally repaired but are replaced in the event of a complaint.

13.3. Warranty work.

Warranty work on hardware is carried out by submitting the product to the CodeIT service workshop or the specified CodeIT partner address. For warranty work performed at the place of use, travel and any accommodation costs will be charged.

13.4. Software / access services.

For software / access services, the right of use and maintenance agreement established at any time applies, provided that the contractual costs paid have been paid. Errors caused by computer viruses, operating systems or other software are never covered by the warranty provisions. In such cases, the customer is invoiced for diagnosis and error correction.

13.5. Complaint description and return.

Complaint description and return must always be followed by a case number or contact information provided by a CodeIT representative. Responsibility for the submitted product is transferred to CodeIT only when this information follows the transport and the product is confirmed received at the agreed address.

14. Security of payment.

CodeIT has a sales lien on the goods sold until the purchase price, including any interest and costs, has been paid in full.

15. Force Majeure.

Should an extraordinary situation arise which is beyond the control of the parties and which makes it impossible to fulfill obligations under this agreement, including restrictions imposed by authorities (force majeure), the obligations of the affected party shall be suspended for as long as the extraordinary situation lasts. CodeIT is not responsible for any failure to fulfill its contractual obligations due to unforeseen circumstances or circumstances under force majeure. Such circumstances or conditions include, but are not limited to, pandemics, war, riots, terrorist attacks, embargoes, civil or military action, delays in delivery by CodeIT's subcontractors, fire, flood, accidents, strikes and any other case where it is not possible to provide necessary transportation, operating facilities, fuel, energy, personnel or materials. In cases of force majeure, the time available for CodeIT to fulfill its obligations will be extended by a period equal to the duration of the delay caused by force majeure.

16. Disputes.

Any dispute which cannot be settled amicably between the parties shall be settled by the ordinary courts. Oslo (CodeIT AS) and Gothenburg (CodeIT AB) are the legal venues.