

# Terms and Conditions

Valid from 30th September 2022

**These Terms and Conditions (“Conditions”) herein established by Trackunit ApS, together with its subsidiaries and affiliates (“Trackunit”) as may be amended from time to time apply to any solicitation, submission, inquiry, offer, request or arrangement (a “Communication”) sale, or delivery with respect to the products, professional services and/or software services (“Services”) we sell including but not limited to subscriptions based on fleet level (“Fleet Plan” and subscriptions based on number of assets (“Asset Configuration”) (“Products”) by any potential or actual customer (“Customer”) of Trackunit. These Conditions shall be mutually binding on Trackunit and Customer unless otherwise agreed to in writing signed by an authorized officer of Trackunit. No additional or different terms or conditions will be binding upon Trackunit unless specifically agreed to in writing, signed by an authorized officer of Trackunit. Failure of Trackunit to object to conditions contained in any other writing or other communication from Customer shall not be construed as a waiver of these Conditions nor acceptance of any such other provisions. None of any past practice, industry standards, course-of-dealing or usage of trade shall constitute a modification of any term or condition contained herein, nor shall same add any term not contained herein. These Conditions also serve as notice of Trackunit’s objection to and express rejection of any terms and conditions of purchase included in any Communication that are different from or additional to these Conditions.**

## 1. Order Confirmation

All quotations for Products, issued by Trackunit to Customer (“Quotes”) are issued subject to the Products being unsold. Quotes are only accepted when Customer has received Trackunit’s written acceptance of the quote, including confirmation in electronic form. If Trackunit issues a Quote to Customer, Customer has to accept in writing, including electronically, before the expiry of the acceptance deadline. If no expiry date is noted, then offer expires after 30 days. Cancellation of orders must be made in writing and must be confirmed by Trackunit in writing. Customer is, regardless of the reason for the cancellation, obliged to buy any Products commissioned for the order which cannot be cancelled. The Products in question shall be invoiced to Customer, at the latest by the order’s originally planned delivery time, at agreed purchase price with the addition of any delivery costs.

## 2. Delivery and Transfer of Risk

Products are delivered Incoterms 2020 ex works. If no details are forthcoming from Customer regarding the mode of transportation, Trackunit can dispatch the Products to Customer by a mode of transportation chosen by Trackunit. All Trackunit's costs arising from this shall be paid by Customer and transportation is at the risk of Customer, including but not limited to, risk of loss and damage. Ex works shall be interpreted in accordance with Incoterms 2020 or if outdated which Incoterms is valid at the time of the order and/or order confirmation.

## 3. Delay

The delivery time shall be stipulated by Trackunit in accordance with its best estimation in accordance with those conditions which exist when the Quote was accepted/the agreement was signed. The estimated date of delivery shall never be regarded as a deadline. Unless specifically agreed otherwise, postponement of the delivery time by fourteen (14) days due to circumstances at Trackunit in any respect shall be regarded as a delivery being on time. Subject to Section 17 if Trackunit does not perform delivery in accordance with the above, Customer can insist on the delivery and specify a final, reasonable deadline for such delivery. If the delivery is not made by the deadline, Customer is entitled to cancel the order. Beyond this, Customer cannot make any demands or claims against Trackunit as a result of the delay and cancellation, or the order shall be Customer's sole and exclusive remedy for any such delay.

## 4. Prices

Prices are as described in the Quote provided to Customer, or as described in the agreement between Trackunit and Customer. Certain subscriptions are billed based on a tier-based structure. In the event that Customer's subscriptions moves into a new tier, in the middle of a billing cycle, Customer will be billed retroactively from the date of entering the new tier at the next billing cycle as per Section 6. Trackunit is entitled to adjust the prices for subscriptions both in the Initial Term and Renewal Term as described in Section 7, the prices shall not be adjusted with more than 7% per year upon three (3) months' notice to Customer. Further, Trackunit reserves the right at any time to adjust the agreed prices for non-delivered Products. Any tax, assessment, duty, custom or other fee of any nature imposed upon the Products, their sale, transportation, delivery, use or consumption imposed by any governmental authority, domestic or foreign, on or measured by the transaction between Trackunit and Customer shall be paid by Customer in addition to the price quoted or invoiced. In the event that Trackunit is required to pay any

such tax, duty, fee or charge, Customer shall reimburse Trackunit therefore unless otherwise agreed upon in writing.

## 5. Payment Conditions

Trackunit is continually striving to reduce the environmental impact of Trackunit and its Customers. Therefore, all invoices will be sent electronically. Any cost or fees imposed on Trackunit for upload of invoices to purchasing portals etc. or printing of physical invoices will be recharged to Customer. Payment for Trackunit Products shall be made by the date indicated on the invoice as the last date for payment for it to be regarded as on time. If no such date is indicated, payment shall be made in cash upon delivery. If the delivery is postponed due to Customer's circumstances (claimant's default), Customer – unless Trackunit notifies Customer in writing otherwise – is still obliged to make any payment to Trackunit, as though the delivery was made at the agreed time. Trackunit is entitled to charge default interest from the time the payment falls due at the maximum rate permitted by applicable law. In the event that customer disputes the amount of an invoice, it must provide written notice to Trackunit within 30 days of receipt of invoice. The parties shall both use reasonable efforts to resolve any disputes relating to the amount of any invoice within 30 days of notice. When sending payment reminders, Trackunit is entitled to make a dunning charge if permitted by applicable law. In the case of default of payment, Trackunit is entitled to request that collection costs are paid in full. In the event that an invoice is not paid on time, Trackunit reserves the right to suspend the subscription without notice until the invoice is paid. If the invoice is not paid within the timeframe set in the reminder to the Customer, Trackunit will have the right to close Customers account including access to any system. Customer can within 30 days of an account being closed pay the amount due and a re-activation fee to have the account re-opened. Customer is not entitled to offset any counterclaims against Trackunit which are not recognized by Trackunit in writing and is not entitled to withhold any part of the purchase sum due to offsetting of any type. Any assignment of Customer's counterclaims to a third party without Trackunit's prior written consent shall be void. Customer agrees to reimburse Trackunit for any costs and expenses (including reasonable attorneys' fees or costs of collection agencies) in connection with the collection of any amounts owed to Trackunit under these Conditions or transaction contemplated hereby.

## 6. Fleet Plan and Asset Configuration

Unless otherwise agreed in writing, the Fleet Plan is calculated from the date of delivery and shall be in-voiced from the 1st of the following month, this date shall be

considered Customers anniversary date for all subscription renewals of the Fleet Plan as stated in Section 7 (“Anniversary Date”). Asset Configuration are calculated from the date of delivery and shall be invoiced from the 1st of the following month. Billing frequency between Fleet Plan and Asset Configuration are aligned to the Anniversary Date. Billing frequency is monthly unless otherwise agreed in writing.

## 7. Term and Termination

Fleet Plan are made for an initial term of thirty-six (36) months (Initial Term) and are thereafter renewed automatically for a 12-month period (Renewal Term), unless terminated by either party on terms mentioned in this Section 7. Individual Asset Configuration are for an average of 36 months and can be as low as 30 months and high as 42 months as the anniversary date of Asset Configuration are aligned to Anniversary Date of the Fleet Plan on a minimum Initial Term and an automated Renewal Term, unless terminated by either party on the terms as mentioned in this Section 7. Fleet Plan and Asset Configuration can be cancelled by either party with a notice of three (3) months before the end of the respective Initial- or Renewal Term. No repayment is made for the subscriptions invoiced, even if cancelled earlier than the end of the Initial Term. If subscriptions are cancelled within an Initial- or Renewal Term, non-issued invoice(s) for Fleet Plan or Asset Configuration will be invoiced. Trackunit may cancel the subscriptions at any time with immediate effect, if Customers account is closed according to Section 5. The subscriptions can be cancelled by either party effective immediately upon written notice, if the other party breaches any obligation in these Conditions which remains uncured within thirty (30) days after written notice, or a petition in bankruptcy or petition alleging insolvency or inability to pay debts when due in the ordinary course of business shall be filed against the other party and is not be dismissed within thirty (30) days, or a receiver shall be appointed for the assets of the other party and not be dismissed within thirty (30) days, or the party shall make an assignment for the benefit of creditors, shall become insolvent, or shall be unable to pay its debts when due in the ordinary course of business.

## 8. Data Protection and Privacy

The definitions in this Section 8 shall have the same meaning as in the General Data Protection Regulation (GDPR). When you use equipment in which tracking devices of Trackunit have been installed (‘the Equipment’) as an end-customer you are the Data Controller for Personal Data Processed by the Trackunit tracking device. As an end-customer (Data Controller) you are obliged to fulfill the obligations in the relevant data protection legislation. The Personal Data relating to the end-users of

the Equipment shall be Processed in accordance with the Rights of the Data Subject (e.g., Access to Personal Data). Trackunit acts as Data Processor or sub-processor. Trackunit only Processes Personal Data upon specific instructions from the end-customer (Data Controller) or another Data Processor (e.g., a rental company or Original Equipment Manufacturer (OEM)) acting on behalf of the end-customer as a Data Controller. The relationship between the end-customer and Trackunit or a Data Processor and Trackunit is regulated in a Data Processing Agreement or Standard Contractual Clauses in accordance with the requirements in the relevant data protection legislation. Trackunit is entitled to aggregate and/or anonymize data collected from the tracking devices. When data are anonymized, it is no longer possible to identify the end-user of the Equipment. Trackunit has implemented appropriate technical and organizational security measures to protect data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, abuse or other processing in violation of current legislation. Trackunit and Customer undertake to handle any information as confidential, including but not limited to documents, source code, e-mail correspondence, etc., pursuant to Section 10 below. After expiration or termination of these conditions, such information shall remain confidential for five years. The only exception shall be information characterized as general knowledge. Trackunit shall retain the right, but not the obligation to access data generated by Customer for purposes of (a) processing such data on behalf of Customer, and (b) for statistical and benchmarking purposes. Trackunit shall also retain the right, but not the obligation, to store data indefinitely while at all times acting in accordance with all applicable laws and regulation. Trackunit shall not sell or disclose any Personal data unless pursuant to written direction from the Data Controller(s) of such Personal data or pursuant to court order. However, Trackunit retains the right to analyze and disclose market statistics and benchmarks which, among other sources are based on anonymous operating data from Trackunit Hardware installed on Customer's equipment. Trackunit shall retain the right, but not the obligation to make use of subcontractors with regard to the data Processing, and to make use of Standard Contractual Clauses if needed to uphold applicable data protection legislation and regulation. Trackunit's list of subcontractors is available to Customer at <https://trackunitdev.wpengine.com/privacy/>. Trackunit shall at all times ensure, that the subcontractor meets the same standards as required by these Conditions between Trackunit and Customer. For any questions, please see our privacy policy at [www.trackunitdev.wpengine.com](http://www.trackunitdev.wpengine.com) or contact our DPO at [dpo@trackunitdev.wpengine.com](mailto:dpo@trackunitdev.wpengine.com).

## 9. Product Information

Any Product information – regardless of whether it stems from Trackunit or one of Trackunit’s business associations – including information regarding weight, dimensions, capacity or other technical data, de-scription, prospectus, advertisement etc. which is regarded as providing information, is only binding to the extent that Trackunit specifically refers to it in the Quote and/or order confirmation. Specific require-ments from Customer are only binding to the extent they are confirmed in writing by Trackunit. Trackunit reserves the right to revise and discontinue Products at any time and without prior notice. Trackunit will ship Products that have the same or similar functionality and performance of Products ordered, but changes, including, but not limited to, changes with regard to measurements and weight, due to technical requirements between what is shipped and what is described in specification sheets, catalogues, or the like, are possible. Customer is at all times responsible for Customer’s use of Trackunit Products. Customer understands that Trackunit Products shall not be used for any purpose other than equipment managing and tracking. Trackunit reserves the right at any time to suspend a subscription in the event of excessive use of Trackunit’s Services and/or API solution. Trackunit prohibits the use of Trackunit Products in any way that is unlawful. Trackunit will acquire approvals in accordance with applicable product compliance legislation in the countries that are strategic for Trackunit. If Customer requires an approval in a certain region or countries this can be requested at Trackunit. A Quote will be issued for any such approval, if possible, under applicable legislation. In the event that Customer or end-customer is required to apply for an approval themselves in accordance with applicable legislation, Customer or end-customer can request assistance from Trackunit at a cost. Customer agrees that any Products purchased by Customer may be used as a hub for transmission of other Trackunit or third-party units’ proximity location and sensory data via the Product’s Bluetooth signal. Products are only used as hubs for transmission of proximity loca-tion and sensory data and do not enable users of devices to get access to the proximity location and sen-sory data of other Customers’ units. If the user of any mobile devices containing the Trackunit app used for proximity location of Trackunit units (hereafter “the mobile device”), has consented to the use of the mobile device as a hub in accordance with the national rules implementing Article 5 (3) of Directive 2009/136, then the unit will be used as a hub for transmission of proximity location and sensory data from Trackunit units. The user may at any time withdraw any consents given in this regard. Withdrawal of consent entails that the device will no longer be able to be included as a hub in the Trackunit network used for identification of proximity location or sensory data.

The purpose of the use of the mobile device identifier is to enable creation of a Trackunit network of hubs for identification of Trackunit units. The mobile devices are only used as hubs for transmission of proximity location and sensory data and do not enable users of devices to get access to the proximity location or sensory data of other Customers' units. Trackunit KIN Products sends out signals which, if transmitted via other Bluetooth devices, enable the user to receive information on the proximity location of the KIN. The proximity location data, as a starting point, does not enable identification of natural persons. However, if the KIN is attached to a device which indirectly can be connected to a natural person, Section 8 of these Conditions applies. Under no circumstance shall Trackunit be liable if Customer chooses to use Trackunit hardware as a conduit to update Customers or end-customers equipment in which Trackunit Hardware is installed. Customer understands that Trackunit has no control or rights over the equipment in which Trackunit Products are installed and cannot guarantee functionality of the equipment and therefore not be held liable for such.

## 10. Protected and Confidential Information

Any type of information which is not publicly available, including drawings and technical documents and other trade secrets, transferred by Trackunit to Customer ("Confidential Information"), shall remain the exclusive property of Trackunit and shall be treated as confidential by Customer. Such Confidential Information has been developed at substantial expense and contains trade secrets that are the exclusive property of Trackunit. Confidential Information thus must not, without Trackunit's written consent, be copied, reproduced or forwarded to a third party or used for any purpose other than the one for which it was intended when transferred. Confidential Information shall be returned to Trackunit upon request. For the avoidance of doubt, Confidential Information supplied by Trackunit does not include information that (a) was generally available to Customer from public or published sources, provided publication did not take place in violation of these Conditions or through fault or omission of Customer, (b) was lawfully obtained from a source under no obligation of confidentiality, directly or indirectly, to either Customer or Trackunit, or (c) was disclosed to the general public with the written approval of Trackunit, and Customer shall exercise due diligence and reasonable care to hold such information in confidence. Customer's confidentiality obligations under this Section 10 shall survive the termination or expiration of these Conditions.

## 11. Product Changes

Trackunit reserves the right to make changes including but not limited to discontinuing its Products or issuing updates without notice if this can be done without substantially changing agreed technical specifications and without any substantial change to the Products' shape or function.

## 12. Limited Warranties and Inspection

### 12.1 Hardware Warranties

The Customer is obliged to inspect the Products immediately upon receipt. If there is any difference in terms of quantity, quality or any other defect is noticed, Customer shall, immediately after receipt, without unfounded delay, inform Trackunit in writing of the defect. Trackunit warrants that Products produced by Trackunit shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery although not for defects which should have been noticed during Customer's inspection upon receipt of the Products, cf. above. If there are no objections to it doing so, Customer shall send the Product which Customer claims to be defective to Trackunit, after prior agreement with the latter. In this case, freight and insurance costs shall be ultimately borne by Customer. The Product shall be returned to Customer if Trackunit's examination shows that the Product is not defective. Freight and insurance shall be paid by Customer. Trackunit also reserves the right to invoice Customer for the technician's time for investigating the fault. If Trackunit discovers defects, Trackunit shall send the repaired Product or a replacement Product to Customer. Trackunit shall choose the mode of dispatch and shall pay for freight and insurance. For parts which are replaced or repaired, Trackunit has the same obligations as those which applied to the original Product. Trackunit is not responsible for defects which are due to normal wear and tear, opening of the units, lightning, fire, overloading, water, improper maintenance, incorrect installation or faults with repairs carried out by anyone other than Trackunit. If installation is performed by Trackunit or a sub-contractor chosen and paid by Trackunit, Trackunit warrants the installation for thirty (30) days after the installation of the Trackunit Hardware is completed on Customers or end-customers equipment. Trackunit's liability towards Customer or end-customer for installation is always limited to the amount paid by Customer or end-customer to Trackunit for the installation. THE LIMITED WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-



INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON TRACKUNIT'S PART.

## 12.2 Software Warranties

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT CUSTOMER'S USE OF TRACKUNIT SERVICES IS AT CUSTOMER'S SOLE RISK AND THAT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

The provisions of this clause do not affect any of Customer's legal rights that cannot be excluded under applicable mandatory national legislation, including but not limited to any mandatory statutory warranties. If any part of this limited warranty is held to be invalid or unenforceable, the remainder of the limited warranty shall nonetheless remain in full force and effect. The warranty of Services shall in no case extend further than the warranty of the hardware as described in Section 12.1 (Warranty Period). Warranty of Services is contingent on Customer maintaining current releases of the Services provided by Trackunit. Customer's sole remedy and Trackunit's sole obligation under the foregoing warranty shall be for Trackunit to use commercially responsible efforts to correct any substantial nonconformity of the Services reported to Trackunit by Customer during the Warranty Period. The foregoing warranty shall not apply to any failure to conform by Services that is caused by a) the use or operation of Services in an environment other than that intended or recommended by Trackunit, b) modifications to Services not made by Trackunit, or c) third party hardware or software provided by third party and not authorized by Trackunit for use of Services.

## 13. Online Purchase

If you have purchased any hardware or service on our online platform, and you are not satisfied with your product, you have the possibility to make a complaint on the Online Dispute Resolution website: <https://webgate.ec.europa.eu/odr/>. It is a free independent online dispute resolution located in the EU.

## 14. Indemnity

Customer agrees to indemnify, defend and hold harmless Trackunit, its officers, directors, employees, agents and insurers of each of them, from and against any and all third party claims, demands, actions, damages, expenses, costs, claims, judgments and liabilities (including, without limitation, interest, penalties and reasonable attorneys' fees and investigative costs) incurred by Trackunit, arising from, in connection with or as a consequence of (a) any negligent, or wrongful act or omission by Customer; (b) Customer's transfer, use or sale of any Product,

except to the extent that such suit or demand arises out of the failure of such Product to meet Trackunit's express warranties; and/or (c) Customer's possession, operation, maintenance, delivery or return of any Product. Such protection shall include, without limitation, claims for personal injury or death or property damage arising out of any act or omission of Customer or its customers. This Section 14 shall survive the termination or expiration of these Conditions.

## 15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY PROVISION IN THESE CONDITIONS OR ELSEWHERE TO THE CONTRARY, EXCEPT FOR DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, AND THE INDEMNIFICATION OBLIGATIONS UNDER THESE CONDITIONS: (a) IN ANY ACTION UNDER OR RELATED TO THESE CONDITIONS, WHETHER ARISING IN CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE, NEITHER PARTY, OR ITS AFFILIATE, SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: (i) THIRD PARTY CLAIMS FOR DAMAGES; (ii) LOSS OF, OR DAMAGE TO, DATA; (iii) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR (iv) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS; AND (b) THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, SHALL IN NO CASE EXCEED THE AMOUNT OF 500.000 DKK OR 80.000 USD OR 70.000 EUR. If applicable, Customer agrees to cause its customers and anybody in the chain of manufacturing supply and distribution including the end customer to be bound by limitations of liability substantially equal to those contained in these Conditions. This Section 15 shall survive the termination or expiration of these Conditions. Furthermore, Trackunit renounces all liability for any installation costs in connection with a defective Product. Any costs in this respect shall be borne by Customer. Trackunit renounces liability for any operational problems at the chosen tele-operator and supplier of digital grids. Customer acknowledges that all Products are made available only within the operating range of Trackunit networks or Trackunit's supplier's networks. Service may be refused, interrupted, or limited because of a) facilities limitation, b) transmission limitation caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, and other causes reasonably outside of Trackunit's control;

or c) equipment modifications, upgrades, reallocations, repairs, and other similar activities necessary for the proper or improved operation of services. Connections may be dropped for a variety of reasons including without limitations changes in political climate, atmospheric conditions, topography, wireless systems overcapacity, weak batteries, or gaps in coverage within a wireless services area. Under no circumstances shall Trackunit be liable for the failure of a service provider to perform. Customer understands that Trackunit and its service providers cannot guarantee the security or wireless transmissions and therefore not be held liable for such. Trackunit renounces all liability for any repairs to damage which the Product or use thereof may entail.

Trackunit's liability towards Customer for loss or damage arising from defective quality or for any other non-conformity is limited to the purchase price of the Trackunit equipment claimed to be defective.

Trackunit shall only be liable towards Customer for product liability, if such product liability cannot be derogated from under the mandatory Danish law, and if Customer – in addition to the otherwise applicable requirements under mandatory Danish law – can prove that the defect having caused the damage is a result of Trackunit's negligence.

## 16. Intellectual Rights

If Product is supplied with accompanying software, Customer acquires a non-exclusive and non-perpetual software license in the form of a right to use the software for the purpose made clear in the accompanying product specifications. The license is only applicable for the contracted term, and will terminate, when the term expires or is terminated. Over and above this, Customer acquires no rights in the form of licenses, patents, copyrights, trademarks of other intellectual rights connected with the Product. Customer acquires no rights to the source code of the software.

## 17. Force Majeure

Trackunit is entitled to cancel orders or defer the agreed delivery of Products, and is otherwise free from liability for any lack of delivery, or defective or delayed deliveries, which are wholly or partially due to circumstances which are outside the reasonable control of Trackunit, such as any act of God, embargo, rebellion, unrest, war, terrorism, fire, state regulations, strikes, lockout, go-slows, lack of means of transportation, scarcity of goods, sickness, delay in or lack of supplies from suppliers, accidents in production or testing, lack of energy supplies, inability to obtain necessary labor, manufacturing facilities or delays by sub-contractors. All

Customer's rights are suspended or are discontinued in such cases. In the event of cancellation or delayed implementation, Customer cannot request compensation from or assert any other claim against Trackunit.

## 18. Partial Invalidity

If at any time any one or more of the provisions of these Conditions become invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of these Conditions shall not be in any way impaired.

## 19. Transfer of Rights and Obligations

Trackunit is entitled to assign and transfer, in whole or in part, its rights and obligations under this agreement to a third-party. Customer may not assign or transfer its rights and obligations hereunder without the prior written consent of Trackunit.

## 20. Governing Law

The parties agree that these Conditions, any sale hereunder, or any claim, dispute or controversy between Trackunit and Customer arising from or relating to these conditions, its interpretation, or the breach, termination or validity thereof, the relationships which result from these Conditions, or any related sale shall be governed by the laws of Denmark, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

## 21. Arbitration

Any dispute, claim or controversy arising out of or relating to these Conditions or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Aalborg, Denmark before one (1) arbitrator, the arbitrator is appointed by the Danish Institute of Arbitration. The arbitration shall be administered by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Judgment on the award may be entered in any court having jurisdiction. The arbitrator's decision shall be reduced to writing. Further, the award by the arbitrator shall be final and binding on the parties. All judgments are confidential and shall not be disclosed to the public.

Notwithstanding the immediately preceding paragraph, the parties expressly acknowledge and agree that either party may seek from a court any interim or provisional relief, including, but not limited to, temporary or permanent injunctions, restraining orders, or a decree of specific performance that may be necessary to protect their rights or property. In particular, but not in limitation of the aforesaid, the parties acknowledge that the covenants contained in Sections 10 and 15 are unique and integral to these Conditions and that monetary damages would be an inadequate remedy at law in the event of a breach. The remedies provided in this section shall be cumulative and not exclusive and are in addition to any other remedies, which either party may have under these Conditions or applicable law.

## 22. Survival

Section 10, 14, 15, 20 and 21 shall survive the termination or expiration of these Conditions.

## 23. Complete Agreement

These Conditions and Trackunit's written acceptance constitute the complete and exclusive statement of the agreement between the parties hereto. It supersedes all prior written and oral statements, including prior representations, statements, conditions, or warranties with respect to the Products.

Previous legal document: <https://trackunitdev.wpengine.com/terms-and-conditions-valid-until-30-09-22/>