

Terms and Conditions of Sale and Delivery

1. Application

1.1

These Terms and Conditions of Sale and Delivery (“Terms”) apply to all products and deliveries (“Products”) supplied by SuperTrack ApS, trading under the name SuperSail (“SuperSail”), to SuperSail’s customers (“Customer”). “Product” means any product or service purchased by the Customer from SuperSail.

1.2

Any purchasing terms of the Customer that deviate from these Terms, or any supplements, amendments, or limitations thereto, shall apply only if expressly approved in writing by SuperSail.

1.3

Upon entering into the agreement, the Customer accepts all Terms described in this document.

1.4

SuperSail reserves the right to amend the applicable Terms with immediate effect. Amendments will be published on the company’s website and notified in writing to existing Customers.

2. Formation of Contract

2.1

Unless otherwise agreed in writing, all quotations issued by SuperSail remain valid for 14 days from the date of the quotation. Upon expiry of this period, SuperSail shall no longer be bound by such quotations.

2.2

A binding contract for the sale and delivery of the Products (“Contract”) is concluded when a written sales quotation from SuperSail has been accepted in

writing by the Customer in its entirety, without amendments or additions, and within the validity period stated in the quotation.

2.3

Cancellation and returns may only take place pursuant to a separate written agreement with SuperSail and provided that the Customer indemnifies SuperSail against all losses and costs associated therewith. Returns are only possible for standard Products in undamaged original packaging. The invoice number must always be stated.

2.4

In connection with cancellation and returns, SuperSail is entitled to charge an administration fee of 20% of the original purchase price of the returned Products.

3. Delivery

3.1

Unless otherwise agreed in writing, delivery shall be Ex Works (Incoterms 2010) from Aarhus, Denmark.

3.2

All freight, insurance, and shipping costs shall be borne by the Customer. Unless otherwise agreed in writing, the Products will be shipped by a carrier selected by SuperSail.

3.3

SuperSail shall not be liable for delays in delivery caused by force majeure or other circumstances beyond SuperSail's control.

4. Retention of Title, Rights and Licence

4.1

This clause applies to all material developed by SuperSail, including the design and production of printed materials, documents, applications, websites, documentation, or other material developed by SuperSail.

4.2

The purchase, installation, and use of products, services, software, and documents are protected by copyright. The Customer may not distribute, copy, reproduce, or otherwise make SuperSail's products or parts thereof available to others. This also applies to logos, product names, software names, etc.

4.3

The rights to all developed material shall in all circumstances belong to SuperSail and may never be transferred, disclosed, or resold to third parties without SuperSail's prior written consent, whether in whole or in part.

4.4

Under no circumstances shall SuperSail be liable for any damage arising from the use of SuperSail's products or services, except as required by mandatory law, including the Danish Product Liability Act.

4.5

SuperSail retains title to all goods until the full purchase price, including any interest and costs, has been paid. For software products/programs/apps, ownership remains with SuperSail. The Customer acquires a non-exclusive, non-transferable right of use for the agreed number of users and/or licences. The Customer is not entitled to copy the program or parts thereof except as necessary for installation.

5. Timely Payment and Invoicing

5.1

Payment shall be made net cash within 8 days from the invoice date unless otherwise stated. If payment is made after the due date, interest of 1.5% per commenced month shall accrue from the due date until payment is made.

5.2

Subscription fees are payable on the first day of the month preceding a period of at least three months at a time. In the event of late payment, a reminder fee of DKK 100 will be charged in accordance with applicable interest legislation.

5.3

The invoice number must be stated when making payment by bank transfer.

5.4

Payment may also be made by debit or credit card. By agreement, invoices may be sent electronically (e-mail), or SuperSail may send invoices by ordinary mail. For invoices sent by mail, SuperSail reserves the right to charge an administration fee of DKK 25.

5.5

In the event of non-payment, SuperSail reserves the right to suspend the Customer's account. Reopening may take place subject to a fee of DKK 500 and payment of the outstanding amount, interest, and reminder fees.

6. Subscription, Termination and Reinstatement

6.1

A subscription shall be valid from the agreed date and continue on an ongoing basis unless otherwise agreed in writing.

6.2

A subscription or agreement may be terminated with one month's notice to expire at the end of the current payment period.

6.3

If a Customer wishes to reinstate a subscription after termination, SuperSail shall charge a fee of DKK 500 plus VAT.

6.4

If no notice of termination is given, the agreement shall automatically continue.

6.5

SuperSail is entitled at any time, with immediate effect, to terminate an agreement if the Customer fails to comply with these Terms.

6.6

The agreement between SuperSail and the Customer may not be assigned, sold, or

transferred to any third party without SuperSail's written consent.

6.7

If the agreement is terminated with immediate effect, no refund of any remaining subscription or agreement period shall be payable.

6.8

For services delivered under contract, SuperSail is entitled to adjust prices upon prior notice to the Customer no later than one month before the expiry of a subscription period.

6.9

Prices shall be adjusted annually on the basis of the most recently published Net Price Index by Statistics Denmark pursuant to Consolidated Act No. 529 of 10 July 1990.

7. Repair and Remedy of Defects

7.1

Upon delivery of the Product, the Customer shall immediately inspect, examine, and test the Product. In the event of a material defect, the Customer shall contact SuperSail without undue delay. Provided this is done within a reasonable time, and no later than 12 months after delivery, SuperSail will remedy the issue.

7.2

Defective Products may be returned to SuperSail for repair. Where defects are not attributable to SuperSail, the Customer shall be invoiced in accordance with the applicable price list.

8. Data and SMS Traffic

8.1

All data and SMS traffic within the subscription coverage area is included in the subscription. If Products are used outside the agreed coverage area, separate charges will apply for the traffic consumed. Such traffic will be invoiced

retrospectively at the applicable list prices.

8.2

Servers containing Customer Data are hosted by a certified Danish hosting provider. Backup and data security follow standard practices for hosting data in certified Danish data centres.

8.3

SuperSail is entitled temporarily to suspend data usage if the Customer's or its users' use causes unusually high traffic consumption, until another solution has been found.

8.4

SuperSail shall not be liable for errors including SMS delays, failed SMS deliveries, or similar issues caused by the operator used.

8.5

The Customer is solely responsible for ensuring that GPS and GSM signal strength is sufficient for the system to receive GPS signals and communicate with the operator used.

9. Liability, Confidentiality and Criminal Activities

9.1

The Customer shall use the system responsibly and do everything possible to avoid preventing other customers from using the system through the Customer's actions or data.

9.2

The Customer shall ensure that third parties do not gain access to SuperSail's systems or network through the Customer's data or actions. This includes maintaining secure passwords, usernames, user IDs, etc.

9.3

Attempting to access other customers' systems or networks without prior written authorization is prohibited. If SuperSail becomes aware of such conduct, it will be reported to the relevant authorities.

9.4

SuperSail will not disclose Customer Data to third parties unless the Customer has requested this in writing and received written approval from SuperSail, or unless public authorities lawfully require access.

9.5

SuperSail, the Customer, and their personnel shall maintain confidentiality regarding all matters, including Customer Data, personal data, business information, and technical information. This obligation survives termination of the Contract.

10. Disclaimer and Limitation of Liability

10.1

SuperSail does not warrant that the delivered Product constitutes a sufficient and/or suitable solution for the Customer.

10.2

SuperSail assumes no liability for defects arising from incorrect or inadequate installation, operation, maintenance, improper power supply, accidental events, ordinary wear and tear, or similar circumstances.

10.3

SuperSail shall never be liable for loss of property, profit, production, revenue, anticipated savings, loss or corruption of data, indirect losses, or consequential damages.

10.4

SuperSail's total aggregate liability towards the Customer, regardless of the basis of the claim, shall be limited to an amount equal to the Customer's payments under the Contract during the two months preceding the event giving rise to the claim.

11. Force Majeure

11.1

SuperSail shall not be liable for losses caused by force majeure, including sabotage, war, terrorism, burglary, power failures, strikes, lockouts, boycotts, blockades, vandalism, water damage, fire, smoke damage, explosions, or other circumstances beyond SuperSail's control.

12. Personal Data and Data Protection

12.1

SuperSail processes personal data relating to the Customer and users of the solution to the extent necessary to provide the agreed service, administer the customer relationship, improve the product, and comply with legal obligations.

12.2

Such processing may include contact information, login information, technical data, GPS positions, usage data, and, where relevant, image and video recordings from installed equipment.

12.3

As a general rule, SuperSail acts as data controller for processing carried out in connection with the operation and development of the SuperSail solution and associated app.

12.4

SuperSail does not retain personal data longer than necessary and deletes or anonymises data in accordance with its internal retention policies.

12.5

Further information regarding SuperSail's processing of personal data is available in SuperSail's Privacy Notice.

13. Customer Responsibility Regarding Tracking and Monitoring

13.1

The Customer is responsible for ensuring that use of SuperSail's solutions, including GPS tracking, sensors, and any video or surveillance equipment, complies with applicable laws and regulations.

13.2

The Customer is solely responsible for fulfilling information obligations and other duties towards users, employees, guests, and others who may be subject to tracking or monitoring.

13.3

SuperSail shall not be liable for the Customer's unlawful or improper use of the solution, including unlawful surveillance or failure to comply with information and consent requirements.

14. Governing Law, Jurisdiction and Validity

14.1

The agreement between SuperSail and the Customer shall be governed by Danish law.

14.2

Any disputes between the parties shall be settled by the Court of Aarhus, Denmark. Ordinary rights of appeal shall apply.

14.3

If one or more provisions of these Terms are found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

These Terms were updated in June 2026 and replace the previous Terms and Conditions of Sale and Delivery from 2019.