

Tingstad Papper AB (Smartmate)

General terms of sale for the Smartmate service

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1. General

These terms of sale apply to subscriptions to the Smartmate service and associated hardware provided by Tingstad Papper AB.

2. Definitions

2.1 Tingstad Papper AB is hereinafter referred to as the supplier.

2.2 The definition of Smartmate is access to specific cloud functions via an app or website with name Smartmate by Tingstad.

2.3 The definition of hardware is the hardware required to access some of the services Smartmate offers. The hardware is provided and owned by the supplier throughout the contract period. At termination of subscription, the hardware must be returned in a postage stamped cardboard that the user receives by the Supplier.

3. Use and installation of SmartMate

3.1 The supplier shall provide functions via SmartMate so that the customer has access to these via either computer, tablet or smartphone.

3.2 The supplier is responsible for pairing the hardware included in some of SmartMate's services. The system is a so-called plug and play solution, which means that the customer easily assembles it himself. If you want help from the supplier, this can be obtained in the regions The supplier has established sales offices for an installation fee of SEK 750 ex VAT.

3.3 Unless otherwise agreed, the supplier shall, in the order the supplier deems appropriate, provide instructions and advice to the customer on how he gets access to the services they have chosen to subscribe to in SmartMate. The supplier's commitments for access to SmartMate also include being responsible for support, troubleshooting / troubleshooting or similar action for the customer's software or hardware provided by the supplier.

3.4 New batteries for sensors are included in the supplier's commitments. Battery replacement is performed by the customer.

3.5 Defective hardware caused by the customer's handling is delivered by the Supplier in accordance with the then current price list. Damage caused by defective hardware caused by the customer is not compensated by the supplier.

3.6 Defective hardware that is not caused by the customer's handling is replaced by the supplier through a complaint. For this, a written complaint must be drawn up to the supplier within a reasonable time from the time the damage is discovered. Damages that have arisen as a result of defective hardware and not due to the customer's handling, are compensated by the supplier.

4. Education

The supplier provides, by special agreement, education in the use of SmartMate and its functions.

5. Delay

5.1 Delivery delay occurs if the customer has not gained access to SmartMate within the time stated in the order confirmation.

5.2 If the delivery delay is due to the customer or to any relationship on the customer's side, the supplier may postpone the delivery date to a time justified in view of the circumstances. If the delivery delay has been caused by the customer, the postponement does not affect the customer's obligation to pay the agreed price (subscription fee and start-up cost) for SmartMate.

5.3 If the delivery delay is due to a reason other than that specified in section 5.2, the customer has the right, for the service(s) that are subject to delivery delay, to terminate the agreement to premature termination in accordance with the conditions in sections 11.1 and 11.2 below.

6. Interruption

6.1 After the customer has gained access to SmartMate, the supplier is responsible for maintaining the customer's intended access during the contract period.

6.2 During the contract period, the supplier has, after prior notice, the right to, in whole or in part, interrupt the customer's access to SmartMate for shorter periods for maintenance and similar measures.

6.3 If the customer's access to SmartMate is interrupted by a conditions on SmartMate's part, and the interruption is not based on the customer's breach of contract, the customer has the right to, regarding the service(s) that are subject to interruption, terminate the agreement prematurely in accordance with the conditions set out in points 11.1 and 11.2.

7. Privacy

7.1 The parties commit not to disclose to any other information which relates to this Agreement or which party has received from the other party and which is to be regarded as that party's trade secret. However, this does not apply to such information that the customer is required by law to provide.

7.2 The supplier has the right to store data collected via SmartMate for two years. The supplier owns all data collected and has only the right to share this with the company's partners and the customer to whom data can be linked. However, this does not apply to such information that the supplier is required by law to provide.

8. SmartMate rights

8.1 All ownership and copyright as well as all other intellectual property rights relating to the development of SmartMate, compilation of content and individual material in SmartMate belong to the supplier or the company's partner.

8.2 Through the agreement, the customer receives a non-exclusive right of use of the services limited to the term of the agreement. This right is limited to the number of individual users of the customer specified in the service description.

8.3 The customer, including every user of the customer, is at any time prohibited to, in unintentional order, remove or add content to SmartMate and to remove, destroy or change information about the holding of patents, copyrights or other rights to SmartMate.

9. Contract period, subscription fee and payment terms

9.1 For each contract period, which, unless otherwise specifically agreed, is 3 months, the customer pays a subscription fee. If the subscription fee is not specified in a separate agreement, the customer will be charged the subscription fee for each service that applies at any given time according to the Supplier's price list.

9.2 The supplier has the right to make price adjustments, but these must be announced no later than 1 month before the right to termination has expired. Which means that, unless otherwise stated in a separate agreement, price adjustment must be announced no later than 2 months before the expiring agreement.

9.3 Statutory VAT and other statutory levies are added to the stated prices (subscription fee) in the signed agreement and / or the Supplier's price list.

9.4 Unless otherwise agreed, the Supplier invoices the customer a subscription fee quarterly, in advance. Payment, including VAT, must be made within 30 days from the invoice date. In the event of late payment, the Supplier is entitled to default interest in accordance with the Swedish Interest Act.

9.5 If the agreement is not terminated no later than 1 month before the end of the agreement period, the agreement is automatically extended by another 1 agreement period with a corresponding notice period. In the event of an extension of this agreement, the Supplier shall apply the terms and prices in force at any given time. Termination must be in writing by e-mail or letter.

9.6 Delay in payment. In the event of late payment, default interest is paid from the due date, with an interest rate per month corresponding to the applicable reference interest plus 8 percentage points. In the event of the customer's late payment, the Supplier has the right to hold on to the purchase and demand payment and default interest. The Supplier has the alternative right to cancel the purchase, after which any hardware is returned, at the same time as the Supplier is entitled to indemnity in accordance with supplementary legal rules for damage.

10. Limitation of liability

10.1 The Supplier is not liable for damages or losses, either direct or indirect, attributable to the use of SmartMate or information conveyed in it.

10.2 The supplier is, however, liable for damages or losses which arise as a result of limited access to SmartMate and where the limited access was due to the supplier and not announced in advance.

The supplier is also free from all liability for damages and losses, including the consequences of the customer's access to SmartMate being temporarily or permanently blocked, as a result of interruptions and disruptions or termination of the customer's connection to SmartMate. If the customer's access to SmartMate is prevented for a reason that - directly or indirectly - is due to the customer's connection to the internet or SmartMate, the customer is also not entitled to invoke the penalties specified in sections 11.1 and 11.2 below.

11. Premature termination

11.1 The customer has the right to, in the relevant part, terminate the agreement until immediate termination, or until the day the customer states, if the delivery delay according to section 5.3 or interruption according to section 6.3 above exceeds 30 working days. In order for the above to apply, it is required that the customer has requested the Supplier in writing to fulfill its obligation to give the customer access to SmartMate within a final deadline, which may not be less than 10 working days. The customer's right to termination occurs at the end of such a final deadline, provided that the customer has either not gained access to SmartMate or current hardware or that the customer has gained access to the services and there have been significant deficiencies in SmartMate's intended functions.

11.2 Upon termination of the customer in accordance with clause 11.1, the Supplier shall refund the subscription fee and any start-up fee that the customer has already paid for the functions concerned. In addition to this, the Supplier is free from all liability for damage, including any obligation to provide financial compensation to the customer, as a result of the agreement, in the relevant part, terminating prematurely.

11.3 Each party has the right to terminate the agreement immediately upon termination

-the other party materially breaches its obligations under the agreement and does not make amends within 30 days of written request, or

-the other party is declared bankrupt, enters into composition negotiations, cancels payments, enters into liquidation or can otherwise be assumed to have gone bankrupt.

11.4 If the agreement ceases to apply prematurely after the Supplier's termination, the customer shall compensate the Supplier for any resulting damage. The compensation shall correspond to the actual damage, but always at least with an amount corresponding to what the Supplier has stipulated in the subscription fee for the services concerned for the remaining part of the otherwise valid contract period.

12. Consequences of the termination of the agreement

12.1 The customer is not entitled to use SmartMate after the termination of the agreement.

12.2 Irrespective of the reason for termination of the agreement, the terms of clauses 7, 8, 10, 12, 15 and 16 of these general terms and conditions of purchase shall continue to apply between the parties.

12.3 Upon termination of the agreement, the hardware shall be returned to the Supplier. Shipping and packaging for the return is the Supplier's responsibility. If hardware is missing or defective upon return, the supplier has the right to charge for missing or defective hardware according to the price list in force at any given time.

13. Force majeure

13.1 If a party is prevented from fulfilling its obligations by a circumstance beyond the party's control which the party could not reasonably be expected to have taken into account at the conclusion of the agreement and whose consequences the party could not reasonably have avoided or overcome, this shall constitute grounds for exemption and exemptions from other sanctions.

13.2 If a party finds that a circumstance mentioned in section 13.1 exists, this shall be notified to the other party in writing as soon as possible.

13.3 If the fulfillment of the agreement is substantially prevented for a period longer than 3 months due to a circumstance stated in section 13.1, a party has the right to withdraw from the agreement in writing.

14. Amendments and additions

14.1 The Supplier has the right during the term of the agreement to implement such changes or modifications to the agreement, with subsequent change of SmartMate, as required by technology development, mandatory legislation and similar conditions.

14.2 With the exception of the case specified in clauses 9.2 and 14.1 above, amendments to and additions to the agreement shall be made in writing.

15. Transfer of agreement

15.1 The Customer may transfer, in whole or in part, its rights and obligations under the agreement to another, provided that the incoming contractor informs the Supplier in writing no later than 30 days before the next invoicing period. The supplier has the right to cancel the transfer.

15.2 The Supplier has the right to transfer, in whole or in part, its rights and obligations under the agreement to another.

16. Dispute

16.1 Disputes between the customer and the Supplier regarding the interpretation and application of the agreement shall primarily be resolved through negotiations between the parties.

16.2 In the event that the parties do not reach an agreement, the dispute shall be resolved by a general Swedish court in accordance with Swedish law.