

SALES AND DELIVERY TERMS - Business to Business (B2B)

These terms apply to all trade between the customer and *RAMTEX International ApS* (RAMTEX) (sales@ramtex.dk) and to both ordinary purchases directly from RAMTEX, and purchases from RAMTEX's website.

Communication with customer

- RAMTEX products are intended for use by professionals in the embedded software design industry.
- RAMTEX will primarily use email communication for sales and support. It is a requirement that the customer always provides a valid email address in connection with a purchase for use both during the purchase and future support.
- Sales and product support communication will be in English or Danish.
- Product and sales documentation is provided in English only.

Product delivery

In the webshop, there are various delivery options, depending on the type of product ordered:

- Courier Mail delivery
The fastest delivery method for physical products.
Delivery time is typically 1-3 days depending on the destination country.
Full tracking facilities. A tracking number will be sent to the customer when the order is processed.
- Standard Mail delivery (using national mail services)
The lowest cost delivery method for physical products.
Delivery time is typically 4-10 days, depending on the destination country. There are no tracking facilities with this delivery method.
- E-mail delivery
The fastest delivery method for non-physical products and licenses. No freight expenses.

Freight and delivery expenses are included on the invoice as shown in the webshop. Delivery is always at the customer's own risk. For physical products, courier mail delivery is therefore recommended for most countries outside Europe.

Library software product packages which include a printed manual are treated as physical products with respect to the product delivery options.

Tax terms

The invoiced Netto amount for the products need to be fully paid to RAMTEX. Please let us know in advance if you need to be invoiced for further VAT, taxes or duties. These and similar costs must be paid by the customer.

Payment terms

Payment terms are prepayment either by credit card or by direct bank transfer. Either payment method can be used without any additional charge on the invoice.

All product prices are in DKK (Danish Kroner) and all orders will be invoiced in DKK. The final cost converted to another currency will depend on the exchange rates used by the credit card companies or the customer's bank.

Prepayment by credit card

Credit card prepayment can be done on-line in the webshop. Orders are normally processed within 24 hours, or the following working day.

Prepayment via bank transfer

Placing orders using prepayment via bank transfer can be done on-line in the web shop. An order confirmation with the full price and bank payment instructions is emailed at once. Orders are processed on the same day we receive prepayment confirmation from our bank.

Bank transfer payments must be made to: Danske Bank A/S, Holmens Kanal 2-12, 1092 København K.

Use:
IBAN number: DK043000012195532

or
Bank S.W.I.F.T. / BIC: DABADKKK
Bank number: 3409 Account number: 12195532

Proforma invoices, other currencies

Contact RAMTEX if a proforma invoice, with prices indicated in other currencies, is needed for the prepayment. DKK prices on proforma invoices and other written offers from RAMTEX are valid for 30 days from the date of issue.

The RAMTEX webshop provides an on-line currency converter with up-to-date exchange rates. It can convert prices to most currencies in the world. This currency conversion is for information only and is not binding for either the customer or RAMTEX. Final exchange rates will always be defined by the credit card company or bank used.

Order processing

An order reception confirmation is shown in the webshop. An order processing confirmation is sent to the customer's email address when the order is processed and sent from RAMTEX's premises.

For courier mail deliveries, the order processing confirmation includes the tracking number for the package.

For products delivered via email, the final invoice will be attached to the order processing confirmation email.

Software support

One year's free software update support is included in every software product purchase.

Three months' free "Getting started support" via email is included with every purchase of a software library or a development tool. This support is given by skilled professionals with experience in embedded software development. The free email support included in the purchase is limited to the purchased products only (The free support does not include support related to specific processor systems, compilers or other third-party products).

Extended support, or special customization solutions, can be provided by the RAMTEX development company *RAMTEX Engineering ApS* for a fee. Please see www.ramtex.dk/customdev/custdev.htm for details.

Guarantee on "Software library source code" products

There is a one-year guarantee on the software source code supplied, during which any errors detected will be corrected free of charge. The new software version will be forwarded by email.

Guarantee on "Software program" products

There is a one-year guarantee on programs, during which the program supplied can be replaced by an updated version.

The new program version will either be forwarded by email or made available for download via our website.

Guarantee and service on "Hardware" products

There is a one-year guarantee on hardware products with regard to production defects, during which the hardware supplied can be returned to RAMTEX for replacement by an equivalent hardware product.

The customer must contact RAMTEX in advance via email before returning the product. A repair reference number will then be sent back to the customer, together with the exact address to which the product should be returned.

If RAMTEX acknowledges that the product has a production defect, the hardware replacement is free of charge (excluding any freight expenses for sending the product to RAMTEX).

This guarantee does not apply if the hardware has been damaged, exposed to excess mechanical, electrical, or heating stress, or any other type of environmental effect outside the product's intended use.

In such a case, the customer can choose either to have the hardware repaired or replaced for a fee, or just pay the freight expenses for the return of the defect product.

Return of products

Products can be returned to RAMTEX within 30 days of purchase (date of invoice) for a full refund less any freight expenses, *except* in the following cases:

- For "Software source code library" products, this return offer terminates when the customer has gained access to the license-protected and copyrighted source code, either by breaking the sealed envelope with the source code, or by requesting the library zip file with the copyrighted source code forwarded by email.
- For "Software program" products, this return offer terminates either when the customer has gained access to the software license key supplied with the product in a sealed envelope, or when the customer has requested the software license key forwarded by email.
- For "Hardware products", a full refund requires that the product is returned to RAMTEX without having been damaged or battered in any way. Otherwise, the refund will be reduced by an amount corresponding to the cost of repairing or replacing the damaged or battered product part(s).

Immaterial rights

The customer is obliged to respect all intellectual proprietary rights and copyrights associated with the purchased products.

Royalties and license conditions for "Software library source code" products.

Briefly, RAMTEX issues a company site license for the library source code products. Compiled library code can be used in any number of products, produced in any quantity, without any additional license royalty fees.

Only if the customer supplies the library source code or library documentation, fully or in parts, to the customer's own customers, then each of the customer's customers must have obtained a valid library license in advance.

Transfer of Software licenses.

Briefly, RAMTEX may allow the transfer of "Software library source code" and "Software program" licenses from the current license owner to a new license owner, for instance from a development company to a company that has purchased the development. After the license transfer, the new license owner receives product updates for the remaining update period and will be entitled to receive email support related to the product. Please contact RAMTEX for the complete terms and conditions for a specific license transfer.