



## Terms and Conditions specified by Danfoss A/S for providing the Web application DEVIweb™ and Mobile app DEVIweb™ Tool

### 1. Right of withdrawal

#### INSTRUCTION CONCERNING RIGHT OF WITHDRAWAL

##### RIGHT OF WITHDRAWAL

You can withdraw from the contract without giving any reason within 14 days in writing (e.g. in the form of a letter, fax or e-mail). The deadline for withdrawing from the contract commences when this instruction concerning right of withdrawal has been received in writing, but not before the contract has been concluded and not before we have fulfilled our duties to provide information. To adhere to the time limit for exerting the right of withdrawal, the withdrawal only needs to be sent on time. The withdrawal must be sent to:

Danfoss A/S  
Ulvehavevej, 61  
DK-6100 Vejle  
Denmark

##### CONSEQUENCES OF WITHDRAWAL

In case of an effective withdrawal, the goods or services received by both parties must be returned and if applicable any benefits incurred as a result thereof (e.g. interest) surrendered. If you do not return the goods or services received, wholly, or partially or only in poor condition, you must provide a full replacement for such items. This can mean that you will have to fulfil the payments entered into by contract for the period up to the withdrawal. Duties of reimbursement for payments must be fulfilled within 30 days. In your case, the deadline begins when you send your withdrawal and in our case on the day we receive it.

##### PLEASE NOTE

Your right of withdrawal lapses prematurely if the contract has been fully fulfilled by both parties at your express wish before you have exercised your right of withdrawal.

END OF INSTRUCTION CONCERNING RIGHT OF WITHDRAWAL

### 2. General provisions

These Terms and Conditions apply to contracts regarding the Web application DEVIweb™ and Mobile app DEVIweb™ Tool (“DEVIweb™”) by and between

Danfoss A/S, (“Danfoss”)  
Ulvehavevej, 61  
DK-6100 Vejle  
Denmark

and the natural person or legal entity that orders the provision of (“DEVIweb™”) -“Customer”.

The condition for using the DEVIweb™ is the purchase and installation of DEVIweb™, as well as the existence of related equipment (DEVIreg™ Smart thermostat(s)).

### 3. Conclusion of contract

Contracts relating to this DEVIweb™ can only be concluded in English.

The presentation of the DEVIweb™ on <https://www.deviweb.danfoss.com> is not a binding offering. After the Customer has signed up for 3 months of free trial – Customer is issued a binding offer after the first 3 months trial period. It's a payment notification by e-mail (registered for sign up) to make payment if Customer wishes to continue use of DEVIweb™. This offer is valid till the end of 2020. In beginning of 2021 the free trial will be 1 month.

The Customer will be requested to make a payment (annual subscription fee) within 1 month in local currency.



The Customer will be requested to register its data or – if Customer has not already done so – to enter its previously registered customer login. The order can only be submitted and sent if the Customer has registered and accepted these Terms and Conditions by clicking on the "accept Terms and Conditions"\* and including these in his order.

Danfoss confirms payment for next 12 months by sending an automatic confirmation by e-mail. The Customer will receive a confirmation of the order and its access to DEVIweb™ will be activated.

Danfoss will save the contract with the Customer's order data. If the Customer requests this in printed form, Customer can print out the order confirmation.

The Customer can download smartphone applications for the DEVIweb™ for certain operating systems from the App Store and Google Play – DEVIweb™ Tool.

#### **4. Scope**

DEVIweb™ gives the Customer the opportunity of a web-based control of DEVIreg™ Smart acting as multifunctional thermostats and distant switches.

#### **5. Internet access**

DEVIweb™ is specifically for usage by owners and may only be used for the purposes associated therewith.

The connection to the DEVIweb™ is obtained by connecting DEVIreg™ Smart thermostats.

After connecting DEVIreg™ Smart thermostats to DEVIweb™ via DEVIweb™ Tool, the Customer enters an installer code. The Customer is responsible for keeping personal registration data in a safe place, so that it cannot be used by unauthorised parties. Danfoss is not liable for damage that the Customer or third parties incur as a result of the Customer not keeping registration data in a safe place.

#### **6. Usage and liability**

The Customer assures that persons to whom it has given access to the Web application DEVIweb™ are authorised to use DEVIweb™ and DEVIreg™ Smart and are permitted to carry out the actions stated in point 4 in particular.

The Customer is liable to Danfoss for prohibited actions and actions in breach of contract that are carried out by it or by people to whom the Customer has given access to DEVIweb™.

The Customer may not use the DEVIweb™ in such a way that Danfoss or third parties incur disadvantages, or technical, or other problems occur during mobile communications.

Any usage of the DEVIweb™ contrary to point 6 shall be deemed a major breach of contract.

The Customer must make good any damages that the Customer or any parties that the Customer is liable for, wilfully or negligently causes as a result of actions or failures contrary to the stipulations in point 6 or any other stipulations in the contract.

#### **7. Data protection**

By your registration and use of Danfoss Recruitment – you provide your personal data to Danfoss. Danfoss is the Data Controller for the processing of personal data in respect of DEVIweb™ and DEVIreg™ Smart Data.

In this regard, Danfoss may process personal data of the following data categories

- Contact data (e.g. name, email address, phone number)
- Digital footprints (e.g. cookies, IP address)
- Data related to the hardware and sensors on the heating system
- Other IDs (e.g. username, password)

to administer your account, to maintain and improve DEVIweb™ and DEVIreg™ Smart Data. In  
Classified as Business



addition, Danfoss may process other types of personal data provided by the individual applicants in various free text fields on a voluntary basis.

The processing of the personal data is lawful because it is either (i) necessary for the performance of a contract or prior to entering into a contract and/or (ii) necessary for the purpose of the legitimate interest pursued by Danfoss which is not overridden by your interests or fundamental rights of privacy and freedom.

If you are offered a position with Danfoss, your application and additional personal data obtained during the recruitment process will become part of your employee file. You will receive separate information regarding the employee file and our processing of your personal data in this respect as part of the Danfoss on-boarding procedure.

Your personal data will be deleted by Danfoss after a contract has expired.

For further information about how Danfoss processes your personal data and your data privacy rights please refer to the [Danfoss Privacy Policy](#).

## **8. Contract term**

The contract's initial term is one year. The Customer is not entitled to suspend provision of DEVIweb™, i.e. to stop usage for a certain period. Danfoss can extend the contract term by continuing to provide access to DEVIweb™ above and beyond one year after the payment for the next 12 months. The Customer accepts the extension of the contract if he continues to use DEVIweb™ once the one year has expired and upon the payment is performed by it. Danfoss is not obliged to extend the contract and is permitted after the one-year contract term has expired, or at a later date, to end the contract on providing DEVIweb™ and to introduce a new type of application for which costs will be billed. At the end of the contract, Danfoss deactivates access to DEVIweb™.

## **9. Compensation and payment**

For the initial order period of 3 months (three months), the Customer will not pay any fee to Danfoss. If the provision period of DEVIweb™ is extended, the Customer can continue to use DEVIweb™ by paying a fee.

The provisioning fee is charged in advance after the first 3 months of using DEVIweb™. The Customer can choose to pay by bank transfer or with credit card. Danfoss accepts Master Card and VISA credit cards. The Customer assures that it is the legal owner of the credit card stated by him it and confirms the accuracy of the data stated. Danfoss will charge the credit card's account with the provisioning fee when the order is accepted. The Customer declares its consent to the verification procedure carried out by Danfoss with the credit-card organisation concerned. Should the organisation refuse payment, Danfoss cannot fulfil the order. Danfoss will immediately inform the Customer of such occurrence by e-mail.

In the case of delayed payment, Danfoss has the right to charge interests on arrears at the statutory rate and charge statutory dunning and enforcement costs. Danfoss has the right to prevent access to DEVIweb™, or usage thereof by the Customer, if, despite a payment reminder and expiry of a further deadline without a successful outcome, no payment is received by Danfoss.

## **10. Maintenance**

Danfoss offers the following support for DEVIweb™: the Customer can find information about DEVIweb™ on <https://www.deviweb.danfoss.com>, in the online documentation and in the FAQs. Danfoss also offers an e-mail address: [eh@danfoss.com](mailto:eh@danfoss.com) that the Customer can use to send questions to a Danfoss advisor that are not yet answered on the Website.

At the request of Danfoss, or a person appointed by Danfoss, the Customer must permit the equipment connected to be checked, insofar as such equipment is required for providing DEVIweb™, or if there is a suspicion that the equipment is being connected contrary to the stipulations in point 6.

### **11. Malfunctions and interruptions in service**

The Customer is aware that faults and malfunctions can occur in the transmission path and that the sources of faults and malfunctions can lie in the data or communications systems belonging to the Customer, Danfoss or a third party. Danfoss will eliminate faults and malfunctions that occur on DEVIweb™ within a reasonable period of time after the faults or malfunctions have been reported by the Customer. Danfoss is not under any obligation to repair interruptions in service that are a result of circumstances that cannot be controlled by Danfoss.

Danfoss has the right to interrupt or limit usage of DEVIweb™ to the extent required for technical, maintenance or operational reasons. Such right also applies to access to the Website (<https://www.deviweb.danfoss.com>).

### **12. Limitation of liability**

In addition to the recompense stated in point 11, in all cases of ordinary negligence Danfoss is only liable for direct losses and damages unless: a) the damage concerns injury to life or health, or b) if Danfoss has breached a guarantee given, or c) Danfoss has infringed a material contractual obligation. Material contractual obligations are those where the fulfilment thereof makes execution of the contract possible in the first place and which the Customer may trust are complied with.

Danfoss' liability is limited to damage that is typically caused in contracts of this type and which Danfoss, upon conclusion of the contract was able to predict, or could have predicted because of circumstances and facts Danfoss was aware of. Such restriction does not apply a) in cases of wilful and gross negligence and b) not in cases where injury to life and health are concerned and c) not if Danfoss has breached a guarantee it has given.

Danfoss is exempted from the legal consequences if it does not fulfil its duties set out in this contract and from the possible obligation to pay damages if Danfoss' failure to fulfil its duties is a result of circumstances not under Danfoss' control and such circumstances cannot be put right by Danfoss, insofar as such circumstances prevent, delay or make fulfilment of duties significantly more difficult. Such circumstances include actions or failures on the part of a government authority or another body that Danfoss is not liable for, new or amended legal regulations, strikes, blockades, fires, wars or riots, power failures, floods or accidents.

### **13. Suspension, premature termination**

Danfoss has the right to suspend or limit the Customer's access to DEVIweb™ with immediate effect and until further notice if:

- the Customer breaches the conditions in point 6 on usage, or uses DEVIweb™ in another improper way; or
- Danfoss or another party appointed by Danfoss has been improperly given the opportunity to check the equipment as set out in point 10; or
- the Customer has not paid a claim due within one month after receiving a payment reminder.

The Customer will receive no reduction for the period during which its access is suspended or restricted. Should there no longer be any reason for suspension, Danfoss must reactivate DEVIweb™ as soon as the Customer has desisted from the actions which are in breach of contract. When switching DEVIweb™ on and off, Danfoss is entitled to charge a fee, in line with the price list valid at the time, for the extra work involved.

Danfoss has the right to terminate this contract on DEVIweb™ with immediate effect if:

- the Customer breaches the conditions in point 6 on usage, or uses DEVIweb™ in another improper way; or
- the Customer breaches another regulation in this contract and such breach is significant;
- the Customer is more than 30 days in arrears with paying a significant proportion of the provisioning fee;

and if the Customer does not remedy this situation after receiving notice to do so within 14 days.



#### **14. Amendments**

These Terms and Conditions apply until further notice. Danfoss has the right to amend these Terms and Conditions, or the terms and conditions for DEVIweb™ service and scope of what such service covers, to an extent that is reasonable for the Customer. In particular Danfoss is entitled to amend or replace functions if such amendment or replacement is necessary to objectively improve the service, or bring it into line with financial, legal or other requirements. The Customer must be informed by letter, fax, or e-mail, sent to the Customer's last-known address, of such amendments three (3) months before the amendments come into force. The Customer must be informed of minor amendments one (1) month before they come into force at the latest.

#### **15. Transfer of contract**

The Customer may transfer the contract if Danfoss consents to such transfer. Consent must be given if the departing Customer has fulfilled its legal duties and the new Customer is accepted by Danfoss. Danfoss may not refuse acceptance without a justified reason. The transfer of and consent to the contract must be made in writing.

Danfoss has the right to assign its contractual rights or duties to third parties. Should Danfoss make use of this right, the Customer is entitled to terminate the contract with immediate effect. The right to terminate the contract can only be exercised within a period of one month after the Customer has been informed of the transfer of rights or duties.

#### **16. Jurisdiction and disputes**

In the case of disputes arising from or in connection with the contract on providing DEVIweb™ the Danish law shall exclusively be applicable. The regulations in the United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply. The jurisdiction of the Danish courts in the case of disputes arising from or in conjunction with the contract on providing DEVIweb™ will be based on statutory regulations.

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\* translator's note: please harmonise with actual designation on website