

TB Terms and Conditions

1. Scope

These terms and conditions apply to all agreements entered into between **TuneButler ApS** (hereinafter referred to as “TuneButler” or “TB”) and **the Customer**, unless otherwise agreed in writing.

By entering into an agreement, the Customer accepts these terms as legally binding for all deliveries, installations, licenses, and services provided by TB.

These terms also apply if the Customer makes use of TB’s products, services, or installations without having signed a separate written agreement.

2. Offers and Acceptance

All offers made by TB are valid for 14 days unless otherwise stated. An agreement is considered binding when the customer has accepted an offer in writing or by email. Acceptance of offers must be documentable, and cannot be binding via phone or voice messages.

TB reserves the right to correct any typographical or clerical errors in offers, invoices, or other documentation without liability.

TB reserves the right to invoice all hardware in advance of installation or delivery. The total amount for the installed hardware must be received by TB no later than the day before the scheduled installation or delivery date. The eventual remaining part of the offer, including any post-adjustments, will be invoiced afterwards.

TB retains full ownership of all installed and delivered hardware until the total amount stated in the offer has been paid in full. This applies regardless of the payment method, including cash payment or installment arrangements.

If the order hasn’t been paid within 7 days after acceptance, the order will be cancelled.

TB will not release any physical hardware unless the Offer has been fully paid or paid in regard the the installment agreement.

If an accepted order is withdrawn by the Customer before delivery or installation, TB reserves the right to invoice documented costs incurred and a cancellation fee of up to 20% of the total order value.

3. Prices and Payment

All prices are stated in Danish kroner (DKK) excluding VAT unless otherwise agreed in writing. TB reserves the right to adjust prices in case of exchange rate changes, supplier price changes, or significant increases in other costs.

Payment must be made in accordance with the terms stated on the invoice. In case of late payment, TB is entitled to charge interest according to the Danish Interest Act and a reminder fee of DKK 100 per reminder as well as an compensation fee of DKK 310,-. Access to products or services may be suspended until payment is received.

In the event of delayed payment, TB reserves the right, pursuant to the Danish Reminder Act, to impose reminder fees, interest charges, and additional administrative costs.

These fees will be added if payment has not been received by the specified due date. Unless otherwise agreed in writing between TB and the customer, all hardware must be prepaid before installation.

The payment must be received by TB no later than the day before the agreed installation date.

If the amount has not been received by TB, the installation cannot be carried out. This will also be considered a cancellation, for which a compensation fee of DKK 2,500,- excluding VAT will be charged.

TB reserves the right to suspend all ongoing deliveries or services in the event of non-payment. The Customer shall cover all costs incurred by TB in connection with debt collection, including legal and administrative fees.

4. Delivery

Delivery of products and services takes place according to the agreed time. If the delivery time is not met due to circumstances beyond TB's control, TB cannot be held liable for any delays.

Delivery of products and services takes place according to the agreed time. If the delivery time is not met due to circumstances beyond TB's control, TB cannot be held liable for any delays. Installation is carried out during normal working hours (Monday to Friday, 9:00 AM–4:00 PM). If the customer requests installation outside these hours, TB reserves the right to charge an additional fee in accordance with the product “4001, installation technician per hour.”

All orders will have a order handling process on at least 14 days.

The risk of loss or damage to the products passes to the Customer upon delivery or completion of installation, whichever occurs first.

5. Installation and Setup

If TB is responsible for installation or setup, the customer must ensure that all necessary conditions are in place for TB to perform the work.

This includes, but is not limited to, providing physical access, power supply, internet access, and permissions where applicable.

If the customer wants a visual inspection, this will cost DKK 1,500,- ex. VAT.

TB reserves the right to charge the customer for any additional costs that were not communicated to TB prior to installation. This includes, but is not limited to:

- Parking fees
 - Bridge tolls
 - Entry or access fees
 - Other mandatory charges or costs imposed in connection with the delivery of the ordered offer.
- Rescheduling of installation may be done up to five (5) business days before the agreed installation date without any fee.

If the customer wishes to reschedule less than five (5) business days before the agreed installation, a compensation fee of DKK 1,500,- excluding VAT will apply.

If the installation is cancelled on the actual day, a compensation fee of DKK 2,500,- excluding VAT will be charged.

If the Customer has not ensured that all necessary preconditions are met upon arrival, TB may postpone the installation at the Customer's expense and charge a rescheduling fee as specified above.

A: Installation Planning

- TB will agree with the customer on a fixed installation date.
- The customer must ensure access to the premises and all necessary facilities at the agreed time.
- It is the customer's responsibility to be present during the installation.
- If the customer cannot be present, precise markings and descriptions must be provided indicating where the hardware should be mounted.
- TB cannot be held responsible for incorrect placement if the customer is not present.
- The customer must ensure that the designated locations are suitable and protected against heat, cold, vibration, moisture, water, or any other conditions that may affect the operation or lifespan of the hardware.

- The customer must ensure that the installation area is cleared and easily accessible so the work can be carried out without obstruction.
- TB does not perform construction work or modifications to the customer's existing electrical installations.

B: Power and Network Requirements

- For installations involving power-dependent equipment, it is the customer's responsibility to provide a 230V power supply within a maximum of 1.5 meters from the installation point that TB can legally connect to.
- TB reserves the right to refuse installation if it cannot be performed legally.
- For installations requiring network connectivity, the customer must ensure a functioning internet connection via Wi-Fi or wired Ethernet at each device location that requires a network connection.
- TB cannot be held responsible for insufficient or unstable internet connections that affect the product's functionality or user experience.

6. Warranty and Defects

TB provides warranty in accordance with applicable laws. The warranty does not cover defects caused by incorrect use, external influences, or changes made by the customer or third parties.

Complaints about defects must be submitted in writing within a reasonable time and no later than 14 days after the defect is discovered or should have been discovered. TB is entitled to remedy the defect within a reasonable period or deliver a replacement product or service.

The warranty does not cover issues related to software updates, third-party integrations, or internet connectivity outside TB's control.

7. Limitation of Liability

TB is not liable for indirect losses, including but not limited to loss of profits, operating losses, data loss, or consequential damages.

TB's liability is in any case limited to the amount paid by the customer for the product or service that gave rise to the claim.

TB is not liable for delays or defects caused by circumstances beyond TB's control, including but not limited to force majeure, natural disasters, strikes, or supplier failures.

TB assumes no responsibility for errors or damages caused by insufficient power or network connections, third-party equipment, or changes made after installation.

Any damages resulting from the customer's failure to comply with the above requirements are not the responsibility of TB.

TB's warranty only covers defects in its own equipment and presupposes correct use after installation.

TB's total liability for any claim shall not exceed the total amount invoiced for the specific product or service giving rise to the claim, and in no event shall TB's aggregate liability exceed DKK 25.000,00 during any twelve-month period.

TB cannot ensure any stability or can be held responsible for 3rd party integrations within TB software or otherwise.

8. Storage of Personal Data

TB processes personal data in accordance with the Danish Data Protection Act and the General Data Protection Regulation (GDPR). The customer may at any time contact TB to request information about the data TB processes, and to request correction or deletion of such data.

Customer information such as name, address, and email is only used to fulfill orders and to contact the customer in case of unforeseen issues. TB will not disclose customer information to third parties without the customer's prior consent.

9. Copyright and License Terms

Deliveries in the form of software and music/video files are protected under the Danish Copyright Act and other applicable legislation. Unauthorized copying, distribution, or public performance of such materials is prohibited and may result in both civil and criminal penalties.

The customer is obliged to respect the license terms and copyright applicable to the provided software and music. The customer is responsible for any violations, including unauthorized sharing with third parties. The customer shall indemnify TB against any claims arising from the customer's breach of such terms.

10. Public Performance Music Fees

If the customer uses TB's products or services for public music performance, the customer is responsible for paying all required fees to KODA, Gramex, or other relevant rights holders.

For use outside of Denmark, the customer is responsible for complying with local laws and paying the necessary license fees. TB cannot under any circumstances be held liable for the

customer's license obligations related to the public performance or any other use of TB's products or services.

TB provides no guarantee that its content or services comply with licensing or copyright requirements outside of Denmark. The Customer is solely responsible for ensuring legal compliance in each territory.

11. Force Majeure

TB shall not be liable for any failure or delay in fulfilling its obligations due to force majeure, including but not limited to natural disasters, war, pandemics, government interventions, strikes, or failures in power or network services.

In the event of force majeure, TB's obligations are suspended for the duration of the extraordinary event. If the situation lasts or is expected to last more than 60 days, the customer may terminate the agreement with 14 days' written notice.

Delays caused by force majeure do not entitle the Customer to cancel the agreement or claim damages.

12. Assignment

TB is entitled to assign or transfer its rights and obligations, in whole or in part, to third parties, including subcontractors.

The customer may not assign rights or obligations without prior written consent from TB.

13. Termination of Services

Termination of subscriptions, licenses, or services must be done in writing via email to kontakt@tunebutler.dk or electronically through the TB Portal.

Services with a binding period cannot be terminated before the end of the agreed period. No refunds are provided for licenses paid more than one (1) month in advance.

Installment agreements cannot be cancelled until they have been fully paid according to the specific agreement.

TB reserves the right to suspend or terminate any service with immediate effect if the Customer breaches these terms or misuses the system.

14. Adjustment of Subscription Prices

TB reserves the right to adjust subscription prices periodically to ensure the continued operation and development of its services. Price adjustments may also be made in response to inflation or other market-related factors.

Any price changes will be notified in writing with at least 60 days' notice. Customers may terminate the subscription without additional cost before the changes take effect.

15. Amendments to Terms

TB reserves the right to amend these terms with 30 days' written notice. In the event of significant changes, the customer will be given the opportunity to terminate the agreement without additional cost but must accept previous agreements and licenses until they expire.

16. Ownership of hardware

TB retains full ownership of all hardware, equipment, and materials delivered or installed under this Agreement until the total amount stated in the offer has been paid in full. This applies to all hardware, without exception, regardless of the payment method, including cash payments, installments, or financing arrangements.

In the event of the customer's bankruptcy, insolvency, or suspension of payments, TB reserves the right to reclaim and remove any hardware or equipment that remains the property of TB.

The customer shall grant TB or its representatives unhindered access to the premises for the purpose of retrieving such hardware.

Any costs associated with the recovery, disassembly, or transportation of such hardware shall be borne by the Customer.

17. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Denmark. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including

its formation, validity, interpretation, performance, or termination, shall be settled before the courts of Aarhus, Denmark, which shall have exclusive jurisdiction.

18. Governing Law and Jurisdiction

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or competent authority, such provision shall be modified to the minimum extent necessary to make it valid and enforceable.

If modification is not possible, the invalid or unenforceable provision shall be deemed deleted, but the remaining provisions of the Agreement shall remain in full force and effect.

19. Acceptance

By placing an order, approving a quotation, making payment, or otherwise using TB's products or services, the Customer is deemed to have read, understood, and accepted these Terms and Conditions in full.

The Customer's acceptance shall be legally binding and does not require any further written or digital confirmation.

Use of TB's products, installations, or services constitutes unconditional acceptance of these Terms and Conditions.