

General Terms and Conditions for Services Applicable to IntrinsicSAFE.

1. Definitions

The buyer of IntrinsicSAFE services is hereinafter referred to as the customer. Integrated elements/systems/calculations, including the website <https://IntrinsicSAFE.com>, functionality, models, templates, and courses, etc., are referred to as the platform.

2. Application

Unless otherwise expressly agreed and documented, or covered by mandatory requirements in connection with B2B sales, these terms and conditions apply to any trade with IntrinsicSAFE and Danish legislation:

ActMarkedsføringsloven

E-Handelsloven

3. Basis of Agreement

These terms alone or together with IntrinsicSAFE's offer or order confirmation constitute the entire basis of the agreement for the company's sale and delivery of services to the customer. Any purchase conditions or similar that the customer may invoke in any form communicated to IntrinsicSAFE are not part of the trade agreement.

4. Prices

All prices are stated excluding VAT unless it is clearly stated that the prices include VAT.

5. Delivery

Immediately after ordering a product from IntrinsicSAFE's website, an order confirmation is sent to the customer. Calculations are delivered in PDF format sent to the provided email address. After sending the calculations, IntrinsicSAFE's services are considered delivered and cannot be subject to the right of withdrawal. Once this email is sent to the email address provided by the customer at the time of order, IntrinsicSAFE cannot be held responsible for the receipt or reading of these emails (they may end up in junk mail or spam). Calculations are solely for use in the customer's installation and may not be transferred in whole or in part to third parties.

6. Payment

IntrinsicSAFE accepts payment in the currency the invoice is issued. All prices are based on payment in cash. Payment can be made by credit card or by sending an invoice (payment terms are cash). If payment is not received by IntrinsicSAFE within the deadline stated on the invoice, the payment deadline is exceeded, and interest and fees will be charged in accordance with applicable Danish legislation.

7. Withdrawal

Once the service is created in our system and the order confirmation is sent to the customer, the order is binding and cannot be withdrawn.

8. Copyrights

Any content in IntrinsicSAFE is covered by copyright law. These rights belong solely to IntrinsicSAFE or third parties with whom IntrinsicSAFE has established agreements.

9. Product Liability

The delivery concerns only the calculation of intrinsically safe circuits according to IEC 60079-14. The plant owner is responsible for ensuring that the intrinsically safe installation is carried out correctly and in accordance with applicable norms, rules, and standards, as well as component selection and cable length in accordance with the calculation and this report.

The calculations are made according to the IEC 60079-14 standard and are only valid within the EU.

IntrinsicSAFE's calculations and reports are prepared in accordance with applicable rules, norms, and standards, and the highest possible compliance is sought. Interpretations thereof are ultimately decided legally.

IntrinsicSAFE is liable under Danish law's general rules of compensation for errors and omissions, but limited to DKK 2.5 million, according to IntrinsicSAFE's product liability insurance. IntrinsicSAFE cannot be held liable for direct or indirect damage to installation, plant, as well as production equipment, etc. This also includes subsequent process loss, loss of profit, etc., as well as personal injury that may arise as a result of spark formation.

10. Force Majeure

IntrinsicSAFE reserves the right to be exempt from liability, including delivery obligation and liability for damages, in the event of extraordinary circumstances beyond IntrinsicSAFE's control.

11. Other Terms

Any dispute related to the cooperation is subject to Danish law and jurisdiction and must, prior to any legal resolution, be attempted to be resolved in the following order: Negotiation, Arbitration, Court.