

## **DISCLAIMER - WEBSITE**

### **1. General**

- 1.1 Bio2com ApS has prepared this website with the aim of informing on Bio2com ApS and Bio2com ApS' products and services.
- 1.2 Information on this website can not constitute the basis of an agreement with Bio2com ApS.
- 1.3 Information on the website shall only be regarded as being general information on Bio2com ApS and Bio2com ApS' products and services to customers and their consultants and shall not be regarded as being of consultative character. The information cannot replace actual advice and/or general or specific consultancy from Bio2com ApS. Bio2com ApS requests any person, which may have an interest in Bio2com ApS' services and/or products, to contact Bio2com ApS for individual counselling.
- 1.4 Bio2com ApS undertakes no responsibility for decisions or transactions decided or undertaken on the basis of the information on this website. This means that Bio2com ApS cannot be held directly or indirectly liable for damage.
- 1.5 The limitations of this disclaimer shall not be regarded as exhaustive, i.e. law, regulation, agreements, etc., may limit Bio2Com ApS' liability further. Elements left out of this disclaimer shall not imply Bio2Com ApS' consent to be held liable here for; such situation shall be interpreted according to the material law applicable to the situation in question without regard to the fact that the situation is not comprised by this disclaimer.

### **2. Product liability**

- 2.1 As regards product liability Bio2com ApS is only liable pursuant to the provisions of the product liability act which cannot be derogated from by agreement. Bio2com ApS disclaims any liability for damage caused by the products and/or services of Bio2com ApS on any other basis, just as Bio2com ApS disclaims any liability for damage caused by the products and services of customers, regardless of whether such product or service has been recommended by Bio2Com ApS.
- 2.2 The product liability cannot in money terms exceed the cover of the liability insurance of Bio2com ApS. The customer is under an obligation to inform Bio2com ApS in writing without undue delay if the customer gets notice of a damage caused by the product or the service, if third party claims that such damage has been caused, or if there is a risk that such damage will be caused. To the extent that Bio2com ApS may be held liable towards third party, the client is under an obligation to indemnify Bio2com ApS to the same extent as the liability of Bio2com ApS is limited in compliance with this clause.

**3. No liability for incorrect information and updating**

3.1 Bio2com ApS aims to keep the information on the website as correct, adequate, available and updated as possible, however Bio2com ApS undertakes no responsibility for this.

3.2 Information deriving from Bio2com ApS as primary source, including but not limited to declarations, opinions, data, preconditions and the like, shall only be valid at the time when this is stated. All information can be changed without notice, including among others if Bio2com ApS learns that the information is incorrect. Bio2com ApS undertakes no responsibility for errors etc. that may occur in the information. This means that Bio2com ApS cannot be held directly or indirectly liable for damage.

**4. Linked sites**

4.1 This website may provide links or references from or to other external websites. Bio2com ApS disclaims any responsibility for the content of such other sites. Bio2com ApS shall not be liable for any damage or injury of any kind arising from your access to, or inability to access or use of such other sites and the information provided thereon, nor from your use of or reliance on any information provided on such other sites. Any links to such other sites are provided merely as a convenience to the users of this website.

**5. Intellectual Property Rights**

5.1.1 Any kind of commercial distribution, -reproduction or other commercial use of available data and information and of intellectual property rights found on Bio2com ApS' website is prohibited without prior written permission. This regards – but is not limited to – text, pictures, sound- and video material which in every sense are considered copyright protected.

5.1.2 Unless otherwise indicated, all trademarks and other intellectual property rights displayed on this website are owned by or have been licensed to Bio2com ApS.

5.2 Nothing on this website should be construed as granting any license or right in or to any trademark, patent or any other intellectual property right of Bio2com ApS.

5.3 Permission to copy, write or any other use of intellectual property rights contained in this website is required and all information provided on or via this website and any misuse of its contents is strictly prohibited.

5.4 Any quotes from this website must be credited to Bio2com ApS and the name of the website [www.bio2com.com](http://www.bio2com.com). After a quote has been granted by Bio2com ApS and before a quote is used the user must notify and await Bio2com ApS' corrections and/or acknowledgement so any misunderstandings can be cleared and so information can be updated.

**6. Other limitation of liability**

6.1 Bio2com ApS aims to keep the website free from items which can be transferred to and disturb or harm the user's computer or data etc. stored on the computer, however Bio2com ApS cannot prevent that this may occur and Bio2com ApS undertakes no responsibility for this. This entails that Bio2com ApS cannot be held directly or indirectly liable for damage.

6.2 Bio2com ApS shall further not be liable for damage, resulting from the use of electronic means of communication, including - but not limited to - damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

**7. Choice of law and venue**

7.1 The website and use of this is governed by Danish legislation, except for rules leading to another choice of law than Danish or another venue than Danish. Any dispute arising out of its contents shall be tried by a Danish court.