

TERMS AND CONDITIONS OF SALE OF TEKLA SOFTWARE

The software and services of Trimble Solutions Corporation and its successors (a Finnish private limited company with Business ID 0196634-1; “Trimble”) are subject to Trimble's standard terms and conditions attached to this quote.

IT IS ESSENTIAL TO NOTE THAT THIS QUOTE AND THE PRICING THEREIN IS MADE IN RELIANCE UPON AND BASED ON THE TERMS AND CONDITIONS OF TRIMBLE AS ATTACHED ON THE SUBSEQUENT PAGES OF THIS QUOTE. THIS QUOTE AND ANY PERFORMANCE BY TRIMBLE THEREUNDER IS EXPRESSLY LIMITED SOLELY TO THESE TERMS AND CONDITIONS. ANY CONDITIONS IMPOSED BY THE CUSTOMER IN CONNECTION TO ANY PURCHASE ORDER, OR ACKNOWLEDGMENT OR ACCEPTANCE OF THIS QUOTE, OR WHICH SEEK TO MODIFY, SUPERSEDE, SUPPLEMENT OR OTHERWISE ALTER THESE TERMS AND CONDITIONS ARE REJECTED AND WILL NOT BE BINDING UPON TRIMBLE. If there are discrepancies between the English version and any other language version of these Terms, the English version shall take precedence.

Acceptance and Orders

“Authorized Distributor” shall mean an affiliated company of Trimble, an authorized reseller of Trimble, or a third party partner awarded by Trimble, such as an integrator or a hardware provider, and as identified on this Quote and on the related order form.

Authorized Distributor’s quotations are non-binding unless otherwise expressly stipulated in writing. By placing an order with the Authorized Distributor the Customer confirms acceptance of these terms and conditions. Orders are accepted as valid and binding by Authorized Distributor in a written order confirmation. Orders cannot be canceled for any reason without Authorized Distributor’s prior written consent.

Pricing, Invoicing, Terms of Payment and Taxes

The fees and prices are as set forth in this quote. The Customer shall make payment in the currency indicated on the invoice. The Authorized Distributor is entitled to offset payments against prior debt balances in the Customer’s account. The Authorized Distributor shall have the right to adjust its prices and any recurring fees from the beginning of each calendar year. The Authorized Distributor shall notify the Customer of the adjusted fees and prices well in advance and in any case no less than thirty (30) days prior to the end of the then-current License and/or Maintenance Term.

The first invoicing period for maintenance or recurring subscriptions or a Partner License shall be as specified in the invoice. The Term shall commence on the start date set forth in the Order Form (if any) or set forth to the processing date of the Order Form, and shall continue in effect for the initial period set forth in the Order Form (“Initial Term”). A fixed subscription will end after the Initial Term. Recurring subscriptions and/or Maintenance Services shall automatically renew on the date following the Initial Term (“Renewal Date”), or at each anniversary of the Renewal Date, for an additional twelve (12) months period on then current fees for such renewals (the Initial Term and any renewal period are collectively referred to as “Term”), unless the Customer gives a written notice of termination at least thirty (30) days prior to expiration of the then-current Term. Maintenance and recurring subscriptions and Partner Licenses are invoiced annually, in advance.

The terms of payment are as indicated in this quote. Unless otherwise agreed, the terms of payment are thirty (30) days net from the date of the invoice. The Authorized Distributor reserves the right to charge interest on all overdue sums owing to the Authorized Distributor under these terms and conditions at the rate of 1.5% per month (or the highest legal limit if lower than said amount), measured from the date the sums in question became payable to the date on which we receive full payment. If payment of agreed fees is overdue, in addition to any of its other rights or remedies, Trimble or the Authorized Distributor (as applicable) reserves the right to suspend the delivery of products and services, without liability to Trimble and/or Authorized Distributor, until such amounts are paid in full.

The Authorized Distributor’s stated prices do not include applicable sales taxes, value added tax (VAT), export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes or similar charges, all of which are the Customer’s responsibility to pay. Unless the Customer provides the Authorized Distributor with direct payment authority or an exemption certificate valid in the jurisdiction to which the product or service will be delivered, the Customer shall pay the Authorized Distributor all taxes and governmental fees the Authorized Distributor is required to collect or pay upon sale or delivery of the product or service.

The Authorized Distributor has the right to review the Customer’s credit and change the Customer’s payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to us), or a guarantee of prompt payment prior to delivery or service activation.

Software Licenses

All Software is licensed or provided as a service and is not sold. Software is subject to the separate agreements provided by Trimble in connection with the Software, including but not limited to any software licenses, product guides, operating manuals or other documentation (such as an End-User License Agreement (“EULA”), Terms of Use or Terms of Service) (collectively, “User Agreements”). You agree that you will be bound by such User Agreements. If there is a conflict or inconsistency between these Terms and those of a User Agreement, the terms of the User Agreement will control. Nothing in these Terms shall be construed to grant any rights or license to use any Software in any manner or for any purpose not expressly permitted by the applicable User Agreement.

Delivery of Software Products

All software products are licensed or provided as a service. Title to the software products will remain with Trimble or its licensors. To the extent the Customer purchases software to be locally installed on the Customer’s systems, the software products shall be delivered to the Customer in electronic form by making the product available for download from Trimble’s server. In individual cases the parties may agree that the software is delivered installed on a physical media delivered to the Customer. Trimble shall have right to deliver temporary license entitlement(s) until Trimble or its' Authorized Distributor (whichever applicable) have received full payment from the Customer concerning each order. Only after the full payment by the Customer of each order Trimble will deliver the entitlements for the whole term of license in relation to each order. To the extent the Customer purchases software-as-service or cloud-based solutions, Trimble shall provide the Customer with access to the software through the Internet or other remote means.

Delivery times are established when Trimble accepts your order in writing. The Customer shall conduct sufficient testing of the quality of the results and operation of the software using the Customer’s test data prior to commencing operational use of the software.

This section applies to Usage based licenses:

Trimble has the right to cut off the access to Usage based license service within 14 days from the termination of the contract. Usage-based licenses are billed monthly in arrears in accordance with Trimble’s usage monitor reporting and the billing prices stated above. The billing period begins on the 26th day of previous month and ends on the 25th day of the following month.

This section applies to eLearning products:

The supply of e-Learning courses to the Customer is subject to Terms of Service for Trimble Online Platform and Services. The e-Learning course is valid for 90 days starting from the delivery.

This section applies to Trimble Connect products:

The agreement and the delivery of products and services referring to this clause is subject to the following terms and conditions: Trimble’s Terms of Service, which can be reviewed at https://connect.trimble.com/terms_of_service.html