

Mandatory Product Insurance

Insurance Terms and Conditions no. 01225-1C | Valid from 1 June 2023

Contractual Basis

The insurance contract consists of the Policy Schedule and these insurance Terms and Conditions. The laws and jurisdiction of Denmark apply to this insurance contract.

1. About the Insurance

This is a mandatory insurance agreement entered into between 3 Step IT A/S ("3stepIT") and Tryg.

2. Who is the Policyholder

The Policyholder is 3stepIT, Vandtårnsvej 62, DK-2860 Soeborg, CVR-no. 26106427, who has concluded the insurance agreement with Tryg.

3. Who is the Insured

The Insured is the company and/or the person, who is the registered user of the product which has been supplied by 3stepIT, or from a supplier/partner to 3stepIT.

4. What is covered by the Insurance

The insurance covers the product, including any original accessories supplied with the product, which is delivered to the company/user by 3stepIT or by a supplier/partner to 3stepIT, if such insurance is stated in the purchase receipt or lease agreement for the product.

5. Where does the Insurance apply

The insurance covers worldwide but is subject to all claim handling, repairs and replacements taking place in Denmark (excluding Greenland and the Faroe Islands).

6. What is the Sum insured

The sum insured is the purchase price (excl. VAT) of the product stated in the purchase receipt or lease agreement, and shall constitute the maximum compensation for any claim.

7. What is the Deductible

The insurance is not subject to any deductible.

8. What does the Insurance cover

The insurance contains the following:

8.2 Extended Warranty

This coverage applies from either month 13 or month 25 from the date of purchase of the product, and applies for the following 12-48 months, according to you purchase- or leasing agreement, and includes coverage for:

Loss of function

Mechanical or electrical malfunctions in the product. By malfunction, we mean mechanical or electrical failures or breakdown in the product which means that it can no longer be used for its original purpose.

9. What does the Insurance not cover

Unless otherwise stated in these Terms and Conditions, the insurance does not cover:

- (a) Damage caused by any kind of external and/or accidental incident.
- (b) Any kind theft, lost or disappeared/misplaced products.
- (c) Damage due to lightning strike, short circuit, induction, overvoltage surge or similar.
- (d) Damage caused by overload, misuse, incorrect assembly, incorrect or improper use, incorrect repair or damage caused during repair.
- (e) Pixel errors that can only be detected using technical aids.
- (f) Faults or decreased capacity on the battery, which have occurred due to incorrect charging or improper maintenance, including incorrect storage (these faults are not considered technical faults within the battery).
- (g) Indirect damages or consequential financial losses.
- (h) Damage of a cosmetic nature, including scratches, scuffs and soiling.
- (i) Loss of or damage to software or data.
- (j) Damage or loss as a result of computer virus, hacker attacks or errors in programs or data.
- (k) Faults in accessories that were not supplied with the product at the time of purchase.
- (l) General maintenance, including cleaning and similar.
- (m) Damage to non-original supplied accessories.
- (n) Damage caused intentionally or through gross negligence.
- (o) Damage or faults that occur as a result of unauthorized repair of the product, or a similar unauthorized intervention. By unauthorized intervention, we mean that someone other than an authorized workshop makes changes to or in the product's technology and/or software.

- (p) Damage that is covered by any warranty or support or service scheme or by the right of complaint afforded in accordance with the Danish Sale of Goods Act.
- (q) Serial errors in the product, including production errors, software errors and recalls etc.

10. Conditions Precedent

Insurance coverage is subject to you observing and fulfilling the following Conditions.

You must at all times:

- (a) Follow the manufacturer's instructions for assembly, installation, use, care and maintenance.
- (b) Use the product in the way and for the purpose it was designed for.
- (c) Handle the product in such a way that damage is prevented as far as possible, including following the instructions in the user manual/instruction book.
- (d) Handle the product with normal care so that damage is prevented as far as possible, including not exposing the product to any obvious risk of damage.

11. General Exclusions and Limitations

Unless otherwise stated in these Terms and Conditions, the insurance does not apply to any losses caused by, or as a result of, contributed to or arising from, whether direct or indirectly:

(a) Force majeure

Including war (whether declared or not), acts of war, cyber warfare, violation of neutrality, civil war, riots or civil unrest, insurrection or revolution, strikes, lock-outs, government intervention, natural disasters, epidemics and pandemics.

(b) Nuclear Risks

Including the intentional or unintentional release of nuclear energy, as well as the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

(c) Terrorism

Including cyber terrorism as well as the intentional or unintentional consequence of the spreading of biological, chemical, biochemical or nuclear agents or materials in connection with terrorist acts. Whether an act is deemed to be terrorism, is decided solely by the relevant authorities.

(d) Intentional, gross negligence and/or criminal acts

Your intentional or grossly negligent acts or omissions, including criminal acts.

12. Sanctions and Embargo

If, by virtue of any law or regulation which is applicable to Tryg at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the insured is or would be unlawful because it breaches an embargo or sanction imposed by the United Nations, the European Union, Great Britain or the United States of America, Tryg shall provide no coverage and have no liability whatsoever nor provide any defence to the insured or make any payment of defence costs or provide any form of security on behalf of the insured, to the extent that it would be in breach of such law or regulation.

13. How a claim is settled

Tryg or Trygs partner, AffiNordic, shall determine whether the product shall be repaired or be replaced by a technically equivalent product, including original accessories supplied with the product.

Repair

Repairs are carried out by a certified partner in order to revert the product to a condition that is substantially the same as before the damage occurred. By substantially the same condition, we mean that the product, in its performance, use and appearance, has essentially the same value of use for you as before the damage occurred. By value of use, we mean what use you could have had from the product if the damage had not occurred, as well as how long you could have used the product.

Replacement

If repair of the product cannot be carried out or, if the certified partner determines the repair costs will exceed the value of a technically equivalent product, we will, through a certified partner, replace your product with a product of the same brand and model. If such a product cannot be obtained, we will replace your product with an equivalent product with as close to the same specification as the damaged product. However, the value of the replacement product cannot exceed the original purchase price of your product (excl. VAT).

14. In the event of a claim

You must report the claim as soon as possible

In the event of a claim covered under these Terms and Conditions, you must report the claim to us as soon as possible, and without any unnecessary hold up. You shall report the claim or fault to Tryg's partner, AffiNordic, at www.affinordic.com/skader. AffiNordic handles all claims, repairs and replacements on behalf of Tryg. When you report a claim, the general provisions on limitation in section 29 of the Danish Insurance Contracts Act (Lov om forsikringsaftaler) and the Danish Act on Limitation of Claims (Lov om forældelse af fordringer) apply.

You must prevent or limit damage

- You must take reasonable steps to prevent or limit damage and allow Tryg to take necessary measures for the same purpose.
- The insurance covers if the product is damaged during reasonable steps to prevent imminent damage.
- In connection with a claim covered by this insurance, in addition to the sum insured, we pay reasonable, necessary and documented additional costs incurred for prevention and preservation.

Repair of damage - only if agreed by us

Repair of damage, removal or destruction of the damaged product may only be done if agreed by us. Provisional fixes or similar can, however, be carried out if necessary in order to prevent further damage. You must keep any replaced parts until the claim has been settled.

Documentation

Upon request, you must provide Tryg with the documentation and information that we deem necessary in order to decide whether a claim is valid and what compensation is payable. Tryg is not obliged to pay compensation until we have received the requested documentation and information.

Double Insurance

If you have purchased another insurance which covers the same risk with another Insurer, you must report any claims to that Insurer as well.

If the other Insurer has made a reservation that the cover will lapse or be reduced if an insurance has also been purchased with another Insurer, the same reservation applies to the this insurance. This provision only applies to the mutual relationship between the Insurers, which will thus pay compensation jointly.

Reduction or lapse of compensation

In accordance with the Danish Insurance Contracts Act, your compensation may be reduced or lapse entirely if you;

- have deliberately (fraudulently) withheld information or intentionally provided incorrect information of importance to the insurance.
- fail to comply with your obligations as stated in these insurance terms and conditions.
- have caused the event, injury or loss as a result of gross negligence.

15. General Terms and Conditions

Mandatory Insurance

This is a mandatory insurance agreement entered into between 3stepIT and Tryg, where the company is the insured. In contrast to an individual insurance, this insurance is the same for everyone who is covered by the insurance, and cannot be opted out.

The extent of the insurance, including scope of coverage, applicable exclusions and conditions, has been agreed between 3stepIT and Tryg. 3stepIT maintains a registry of registered users.

Insurer and guarantee fund

The insurer is Tryg Forsikring A/S, CVR no. 24260666, a member of the Danish Guarantee Fund for Non-life Insurance Companies, which covers in the event of bankruptcy.

Payment of premium

3stepIT pays the insurance premium in accordance with the insurance agreement.

Insurance Premium Tax

In accordance with the Danish Non-life Insurance Tax Act, the premium includes insurance tax of 1.1%, which is also paid by 3stepIT. Tryg settles the insurance premium tax with the relevant authorities.

Insurance Distribution

The sale and administration of the insurance, as well as the claims handling, is handled AffiNordic ApS, Blokken 15, DK-3460 Birkerød, Denmark, CVR-no. 37570990.

Legislation and Jurisdiction

The insurance contract is governed by Danish law. These terms and conditions, together with the policy schedule, constitute the information about the contents of the insurance which must be provided to the policyholder before the insurance contract is entered into in accordance with section 34 of the Danish Insurance Mediation Act (Lov om forsikringsformidling) and section 4 of the Danish Executive Order on Insurance Intermediaries' Duty to Provide Information (Bekendtgørelse om forsikringsformidlers informationspligt). In addition, the insurance is subject to the Danish Insurance Contracts Act and the Danish Financial Business Act unless deviated from by these terms and conditions.

Subrogation

Upon covering a claim, Tryg shall be subrogated to the insured's right to claim compensation from any party responsible for the damage, injury or loss caused. If, after occurrence of the damage, injury or loss, the insured forfeits his or her right to compensation from the party responsible for the damage, injury or loss in accordance with a contract, warranty or similar, or a right of recourse, Tryg's liability for coverage shall be limited correspondingly. In addition, the insured may be held liable for damages of coverage already provided.

Supervision

Tryg is subject to supervision of the Danish Financial Supervisory Authority.

16. Summary of Privacy Policy

Your personal data are processed in accordance with the EU's General Data Protection Regulation and supplementary Danish data protection legislation. Personal data processed include name, address, civil registration (CPR) number, financial circumstances, payment information, state of health, other information necessary for writing, renewal/change of insurance, or change of insurance administration, as well as data disclosed in connection with compensation etc.

These data may be disclosed for the above purposes to partners in and outside the EU and EEA, insurance intermediaries or other companies in the group. The data may also be disclosed to the authorities, if so required by law. Tryg is the data controller. You have the right to receive information about how your data are processed by us and to request an extract of this (register extract). You also have the right to have inaccurate data rectified or erased in some cases. You may also request that the processing be restricted or object to the processing of your personal data and to request that the data you have disclosed to us be transmitted to another company or authority (data portability).

Contact us through our Data Protection Officer by email at affinity@tryg.dk or call us on (+45) 73 70 78 78. If you prefer to write us a letter, the address is: Tryg, Dusager 18, 8200 Aarhus N, Denmark.

When contacting us, you may request that we send our privacy policy to you by post, and you may inform us that you do not consent to our use of your personal data for direct marketing purposes.

See our privacy policy at <https://tryg.com/en/responsible-disclosure> for complete information about our processing of personal data.

17. If you as the insured disagree with us

If an insured company does not agree with a claim decision, AffiNordic, as the claims handler, can be contacted at:

E-mail: claim@affinordic.com
Telephone: (+45) 45 90 73 30

If the company still does not agree, "Tryg Kvalitet" can be contacted, which is Tryg's department responsible for complaints.

E-mail: kvalitet@tryg.dk
Letter: Tryg, Kvalitetsafdelingen, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark.

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