



# General terms and conditions of Danfoss A/S for provision of the ECL portal “Basic”

## 1. General

These terms apply to contracts for “ECL Portal” services between

Danfoss A/S, (“Danfoss”)  
Nordborgvej 81  
DK-6430 Nordborg  
Denmark

and the natural or legal person (“Customer”) who orders those services from the ECL portal.

Prerequisite for the use of the ECL portal is the purchase and installation of an “ECL Comfort 310 controller” for the heating system, plus the availability of the prescribed Danfoss network connection equipment (necessary and prescribed equipment for the ECL portal). The Customer can obtain both of these from their installation technician or elsewhere. The Customer will be invoiced for this equipment by the relevant technician or other source. These services are not themselves a factor in this contract with Danfoss.

## 2. Conclusion of the contract

Only local-language contracts can be concluded on the portal.

The schedule of possible services shown at <http://ecl.portal.danfoss.com> does not constitute a binding offer. The Customer submits a binding offer by completing the online ordering process, entering all the requested information, and at the end of this process clicks on the button “Place order”. The Customer is prompted to register their data, or – if they have not already done so – to enter their previously registered Customer login. An order can be submitted and placed only if the Customer has registered, has agreed to Danfoss’ General Terms and Conditions, has signalled their acceptance of the Privacy Policy and incorporated both of these into their order by clicking the appropriate checkboxes. If the Customer makes any mistakes while placing an order these can be corrected before submitting the order by clicking on the “Shopping Basket” button and using the Delete or Change function as appropriate. Danfoss acknowledges receipt of an order by means of an automatically generated e-mail; this does not yet signify that the offer has been accepted. If Danfoss accepts the offer the Customer will receive an order confirmation and their access to the ECL portal will be enabled.

Danfoss will store the text of the contract together with the Customer’s order data. If the Customer wishes to have a hardcopy of this there is provision for printing out the order confirmation.

The Customer can download from the internet smartphone applications for the ECL portal for a number of operating systems. This may give rise to additional costs, both for the smartphone application and the necessary data connection.

## 3. Scope

The ECL portal enables the Customer to use his/her own PC or a smartphone app to personally log on to the homepage (“Internet page”) of the ECL portal at <http://ecl.portal.danfoss.com> in order to monitor the heating system on which the ECL Comfort 310 controller is installed and switch it between a number of predefined settings.

#### **4. Connection**

The ECL portal uses an internet connection to monitor operation of the system(s).

The ECL portal is intended for personal use and may be used only for the purposes associated with it. The access does not permit any other connections.

Connection to the ECL portal is facilitated by connecting the relevant ECL Comfort 310 controller to the internet.

When the ECL Comfort 310 controller has been connected to the internet, the Customer activates the appropriate function on the ECL Comfort 310 controller and receives a password for connection and access to the ECL portal. The Customer is responsible for keeping personal login data safe so that it cannot be used by unauthorised persons. Danfoss accepts no liability for injury or damage suffered by the Customer or any third party as a result of the Customer's failure to keep their login data safely.

#### **5. Utilisation and liability**

The Customer confirms that they and all persons they enable to access the ECL portal are authorised to access the ECL Comfort 310 controller and, specifically, to carry out actions such as are described in section 3.

The Customer is responsible to Danfoss for any actions, of the Customer or any person or persons whom the Customer has enabled to access the ECL portal, that are unauthorised or otherwise contrary to the contract.

The Customer may not use the ECL portal in such a way as to disadvantage Danfoss or any third party, or so as to cause technical or other difficulties with the mobile communication.

The Customer may use only the equipment prescribed by Danfoss and only when it is in perfect working order. The Customer must immediately remove equipment that causes interference or malfunctions. This also applies when authorised equipment as specified in sections 4 and 5 is faulty or causes interference or malfunctions. If the Customer uses faulty equipment, or equipment other than that prescribed by Danfoss, they do this at their own risk and Danfoss will in no case be liable for difficulties connecting to the ECL portal or any other malfunctions, interruptions or other harm or loss suffered by the Customer as a result.

Any utilisation of the ECL portal in a manner contrary to the conditions laid down in section 5 constitutes a major violation of the contract.

The Customer is obliged to reimburse Danfoss for any injury or damage occasioned by any deliberate or negligent actions or omissions on the part of the Customer, or any person for whom the Customer is responsible, contrary to the conditions stated in section 5 or any other part of the contract.

#### **6. Duration of the contract**

The contract initially runs for five years. The Customer is not entitled to suspend the provision of the ECL portal, i.e. to place it in abeyance for a period. Danfoss may extend the term of the contract by continuing to make the ECL portal available after the five years are up. This does not involve the Customer in any additional costs. The Customer accepts such an extension by continuing to use the ECL portal after the five years are up. Danfoss is not compelled to make such an extension, and is not prevented from terminating the contract for provision of the ECL portal, at the end of the five years or at some later time, and introducing a new fee-based version of the portal. At the end of the contract Danfoss will deactivate access to the ECL portal.

## **7. Reimbursement and payment**

For the first five years of provision the Customer pays Danfoss a single lump-sum provision fee. If the provision period is extended, the Customer may continue to use the ECL portal with no further payment.

The provision fee is payable in advance and is due as soon as an order has been placed. The Customer is free to pay by transfer or credit card, or with Danfoss vouchers. Danfoss accepts the credit cards MasterCard and VISA. The Customer confirms that they are the authorised holder of the specified credit card and take full responsibility for the accuracy of the specified data. When the order is accepted Danfoss will charge the credit card account with the amount of the provision fee. The Customer agrees to the verification procedures carried out by Danfoss with the card-issuing institute. If the card-issuing institute refuses to pay, Danfoss cannot carry out the order. In such cases Danfoss will immediately inform the Customer of the situation by e-mail.

If payments are late, Danfoss is entitled to charge interest at the statutory rate plus the statutory costs for reminders and enforcement. If no payment is received by Danfoss in spite of sending a reminder and allowing a period of grace, then Danfoss is entitled to debar the Customer from accessing or using the ECL portal, as specified in section 11.

## **8. Maintenance**

Danfoss offers the following support for the ECL portal: Customers who have any questions about the ECL portal will find helpful information on the website (<http://ecl.portal.danfoss.com>), in the online documentation, the FAQ and the Troubleshooting Guide. Danfoss also provides an online form in which the Customer can submit questions that are not yet dealt with on the website for the attention of a Danfoss adviser.

If so requested by Danfoss, or by an operative on behalf of Danfoss, the Customer must permit monitoring of the attached equipment where this is necessary for the provision of the ECL portal, or where there is reason to believe that said equipment was connected in violation of the regulations in section 5.

## **9. Malfunctions and downtime**

The Customer is aware that errors and malfunctions may occur in transmissions, and that faults and malfunctions may also be caused by data processing or data communications systems belonging to Customers, Danfoss or third parties, Danfoss will eliminate errors and interruptions affecting the ECL portal within a reasonable time of their being reported by the Customer. Danfoss is not obliged to resolve interruptions that are caused by circumstances over which Danfoss has no control.

Danfoss is entitled to interrupt or restrict access to the ECL portal so far as this is necessary for technical or operational reasons or maintenance purposes. This also applies to access to the webpage (<http://ecl.portal.danfoss.com>).

If the ECL portal develops a fault or suffers an interruption for which Danfoss is responsible, the Customer will receive a discount on the provision fee for the ECL portal as appropriate to the fault or interruption. This discount will be calculated from the date and time at which the Customer reported the problem to Danfoss. The discount will be paid back to the Customer.

The Customer will not receive any discount for faults or interruptions caused by the Customer or by circumstances for which the Customer is responsible, e.g. if they are using equipment other than that prescribed, or the equipment being used is evidently faulty or shows signs of being tampered with.

If the Customer reports a fault that was caused by the Customer or by circumstances for which the Customer is responsible, the Customer must also reimburse Danfoss for reasonable troubleshooting costs.

## 10. Restriction of liability

In addition to the damages explained in section 9, in cases of simple negligence Danfoss is liable only for direct loss and injury, except where a) the injury is one of death, physical injury or impairment of health, or b) Danfoss has violated one of its expressed guarantees, or c) the liability is mandatory in law, such as in particular applies to cases arising under the Product Liability Act, or d) Danfoss has violated some essential contractual obligation; essential contractual obligations are those which are vital to the proper execution of a contract and on which the Customer may generally rely.

Danfoss' liability is restricted to loss or damage typically arising from contracts of this kind, which Danfoss might reasonably have foreseen in view of circumstances and facts available to Danfoss at the time the contract was concluded. This restriction does not apply a) in cases of gross negligence or malice aforethought, nor b) in cases of death, physical injury or impairment of health, nor c) where Danfoss has violated one of its expressed guarantees, nor d) where the liability is mandatory in law, such as in particular applies to cases arising under the Product Liability Act.

Danfoss is relieved of the legal consequences of the non-fulfilment of its obligations under this contract and from its possible liability for damages if such non-fulfilment is occasioned by circumstances that are outside its control and that it is powerless to remedy, insofar that these circumstances prevent, considerably hinder or delay the fulfilment of its obligations. Such circumstances may include withdrawal by the Customer of their consent to the necessary collection and processing of their data, actions or omissions on the part of an authority or some other party for which Danfoss bears no responsibility, new or modified legislation, strikes, blockades, fire, war or insurrection, power outages, floods or accidents.

## 11. Blocking and premature cancellation

Danfoss is entitled to interrupt or restrict the Customer's access to the ECL portal immediately and until further notice if:

- the Customer violates the conditions for use given in section 5 or makes any other improper use of the ECL portal, or
- Danfoss or one of its agents is unjustifiably prevented from monitoring the equipment as provided for in section 8, or
- the Customer fails to settle an overdue obligation within 15 days of receiving a reminder.

The Customer does not receive any discount or reimbursement for periods of interrupted or restricted access occasioned by one of the above violations. If there is no other reason for an interruption of restriction, Danfoss must re-enable the ECL portal as soon as the Customer has ceased violating the contract. In such cases Danfoss is entitled to charge a fee for additional work, as specified in the current price list, for each such activation and deactivation of the ECL portal.

Danfoss is entitled to cancel this contract for the ECL portal without notice if:

- the Customer violates the conditions for use given in section 5 or makes any other improper use of the ECL portal, or
- the Customer violates any other requirement of this contract, and the violation is considerable,
- the Customer is more than 30 days in arrears with their payment of a not insignificant proportion of the provision fee,

and, when exhorted to resolve this situation, fails to do so within 14 days of receipt of such exhortation.

## 12. Modifications

These general terms and conditions remain in force until further notice. Within reason, Danfoss is entitled to modify these conditions, or the conditions for using the ECL portal services, or their scope, in particular to modify or replace individual functions where this is necessary for objective improvement to the service or in order to adapt to financial, legal or other constraints. Customers must be informed of such changes at least three (3) months prior to their implementation by letter, fax or e-mail sent to the Customer's last known address. Minor modifications will be announced at least one (1) month prior to their implementation.

### **13. Transfer of the contract**

The Customer may transfer the contract provided Danfoss agrees with this. This agreement must be granted if the departing customer has fulfilled all their contractual obligations and the new customer is accepted by Danfoss. Such acceptance may not be refused without reasonable grounds. Both the transfer and the agreement must be in writing.

Danfoss is entitled to transfer its contractual rights and obligations to a third party. If Danfoss makes use of this right, the Customer is entitled to cancel the contract with immediate effect. This cancellation may be made only within a period of one month after the Customer is informed of Danfoss' assignment of its rights or obligations.

### **14. Applicable law and disputes**

Any disputes arising from or in connection with the contract for the provision of the ECL portal are subject only to German law, exclusive of the provisions of the United Nations Convention on contracts for the international sale of goods (CISG). The legal jurisdiction governing disputes arising from or in connection with the contract for the provision of the ECL portal are as laid down in statute.