

Standard terms & conditions for MUR products and services

These are the terms and conditions which DynaMate AB will supply MUR products and services to the customer.

1. Definitions

1.1 Products

Hardware, MUR-Box, keypad, and physical items. These can be bought or rented by the customer.

1.2 Services

Online services, licenses for self-hosted software(MUR-Server, MUR-Client), software upgrades, education, support and custom development.

1.3 Customer contact

Person responsible for maintaining the local MUR system as well as educating other personnel.

2. Agreements and order acceptance

All agreements and deviations must be in writing.

Agreements are made when accepting a quote in writing.

3. Agreement extension

The licensing agreement is automatically extended by one year at the end of the period.

The rental agreement is automatically extended by 3 months at the end of each period.

4. Changes of terms

The latest version of these terms is available at www.dynamate.se/mur/terms

New terms take effect when the agreement is extended.

5. Product and services

Sold products will remain the property of DynaMate AB until full payment is received. Rented products remain the property of DynaMate AB.

5.1 Software licensing

DynaMate AB is granting a time limited license to use the software.

The customer may only use the software during the period of the agreement.

5.2 Custom development

DynaMate AB has the ownership and copyright of custom development paid by the customer. Upon delivery of custom development the customer has 1 month to make minor adjustments.

DynaMate AB will maintain custom development and make sure they continue to work after upgrades.

6. Support

DynaMate AB will support IT personnel, electricians and customer contact.

Support is given both during installation and throughout the agreement period.

Support is given by phone, email and online documentation.

During phone calls DynaMate AB can support using remote access, for example TeamViewer.

The support is for the product and services (configuration and setup), it doesn't include other areas of expertise (network configuration, IT security, electrical safety).

Software upgrades, including new features, are included in the license. The customer may choose to install upgrades or stay at the current version. DynaMate AB can require the customer to upgrade to the latest version before investigating issues.

Error reports are sent automatically and manually from the software when unexpected internal behaviors are detected. These reports are used by DynaMate AB to improve the software.

To get support related to these reports the customer must contact DynaMate AB via the support channels described earlier.

Support is provided for a minimum of 3 years from the conclusion of the agreement (though earlier if the customer terminates the agreement).

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7. Pricing and payment

All quotes are given in writing.
The quote is valid for 30 days.

Products and services are invoiced at the time of shipping.
Licenses are invoiced yearly in advance.
Custom development is invoiced at the time of delivery.

Payment terms are 30 days.

Interest on late payments is the [Swedish Riskbank reference rate](#) + 8%.

If customer payments are late more than 60 days after the due date, DynaMate AB may revoke licenses and services until payment is made in full, during this period the customer is still liable for paying.

The customer may increase the current license usage.
DynaMate AB will invoice for the remaining period until the next regular invoice.

DynaMate AB may increase recurring prices yearly according to [Consumer Price Index \(CPI\) in Sweden](#).

8. Shipping and delivery

Unless specified otherwise below we use incoterms: [DAP – Delivered At Place \(named place of destination\)](#) Incoterms 2010.

DynaMate AB is responsible for arranging shipping to the customer, the cost of shipment is added to the price.

The customer is responsible for arranging and paying for shipping to DynaMate AB.

Customs handling is included with the shipping cost.

Import taxes are not included in the quoted price.
The customer is responsible for paying import tax invoiced by local customs or the local shipping company.

9. Warranty and repairs

Products sold/hardware have a warranty of 1 year.

During the warranty period, the customer must contact DynaMate AB to remotely determine the need before sending it for repairs.

After the warranty period, the customer can contact DynaMate AB for local investigation before sending it for repairs. If the problems can be resolved remotely there is no cost for the customer.

The warranty does not cover mishandling or incorrect use by the customer.

10. Product safety

The customer must follow the safety guidelines at support.murbox.com/setup/safety.

Outputs and signals from the product and software must never be used to control mechanical or safety equipment.

DynaMate AB shall not be liable for damage caused by the product.

All data collected and used by the product is stored locally at the customer site. Therefore the customer is responsible for backups and system health.

The customer must install software so that flaws will not cause damage to other critical systems. For example, running the software in the same CPU/RAM/Disk quota as other critical systems.

Except as expressly set forth in this agreement, DynaMate AB makes no warranties, either expressed or implied, and expressly disclaims any implied warranties of merchantability of fitness for a particular purpose in connection with the subject matter hereof.

11. Cancellation and termination

The customer must cancel licensing renewal by email to DynaMate AB at least 3 months before the end of the current agreement period.

No refunds are given when canceling early during the agreement period.

The customer must cancel renting renewal by informing DynaMate AB via email and returning the product before the end of the current period.

DynaMate AB can cancel the agreement with 12 months' notice.

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12. Limitation of liability

Other than as specifically provided herein, the MUR System is provided “as is” and “as available” without warranties of any kind.

DynaMate AB does not warrant that the product and services will meet the customer's requirements or expectations of it or that the use of the MUR System will be uninterrupted, timely, secure, or free from errors. DynaMate AB will do its best to correct any errors in a timely manner.

Notwithstanding any other provision of this agreement, DynaMate AB's maximum aggregate liability to the customer arising in any manner in connection with the product and services, this agreement or any act or omission by DynaMate AB or its employees, agents or subcontractors in connection with this agreement, regardless of how such liability arises or is based, and even if based on negligence or breach of contract, will, unless otherwise limited by law, be limited to the fees paid or payable by the customer in relation to this agreement in the 6 month period prior to the claim.

13. Confidential information and data protection

Each party shall preserve the secrecy of all confidential information of the other which it receives, keep such information secure and protected against theft, damage, loss or unauthorized access, and not use such information for any purpose except as contemplated by the Contract.

Customer is responsible for data located on servers installed at the customer, *example: Data stored in local MUR-Server.*

DynaMate AB is responsible for data located on their system and hosted services, *example: Business contact information.*

All customers fall under DynaMate AB's privacy policy.
dynamate.se/gdpr

DynaMate AB and its partners may publish the existence and form of the cooperation on its own websites, to prospects and partners.

14. Governing law and forum

This agreement will be governed and construed by Swedish substantive law.

All disputes arising in connection with this agreement must be finally settled in Swedish court.

15. Severability

Should any provision of this agreement be held illegal or unenforceable by a Court of competent jurisdiction the validity of the remaining provisions will not be affected.

16. Force majeure

Exceptional circumstances such as industrial disputes (including labor disputes), fire, natural disasters (including floods and earthquakes), war, general mobilization or military mobilization of similar degree, requisition, seizure, currency restrictions and riot or civil commotion, which are unforeseen and beyond the control of the Parties and which leads to that performance under this agreement is impeded, will be regarded as force majeure.