TERMS AND CONDITIONS FOR DATA PROCESSING, ONLINE CONNECTIVITY AND MACHINE DATA

Effective from: 1 September 2026

Applicable to the sale of machinery and spare parts, as well as services and support provided by:
ColoQuick by Calvex A/S, Ulvevej 28, 7800 Skive, Denmark
Company registration no.: 36705337 / Tel.: +45 97 53 73 33 / info@coloquick.com

1. PURPOSE AND SCOPE

These terms and conditions (the "Data Terms") apply to the processing, storage, access and use of data in connection with internet-connected machines, software, online functions and related services provided by Calvex A/S (the "Seller").

For the purposes of these Data Terms, the "Customer" means the end customer that owns, leases, operates or registers the machine or uses the related online functions. An "Authorised Partner" means the local authorised ColoQuick distributor or service partner that has sold or supports the Customer's machine.

The Data Terms supplement the Seller's General Terms and Conditions of Sale, Delivery and Service and must be read together with those terms.

The Data Terms apply in accordance with applicable legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR") and Regulation (EU) 2023/2854 of the European Parliament and of the Council (the "Data Act").

2. DATA COLLECTED

Depending on the machine model, software and activated functions, the Seller may receive and process different types of data.

This may include the Customer's name, telephone number, email address, IP address, Wi-Fi information used to establish an internet connection, network and router information, machine operating time, records of starts and stops, error records, the time of these events, and other technical machine and log data.

The specific data generated depends on the individual machine, its configuration and the functions used.

3. PURPOSES OF PROCESSING

Data may be processed for the purposes of establishing and maintaining an internet connection; providing and operating online functions; service and support; remote support and troubleshooting; maintenance; software updates; ensuring the correct operation of the machine; fault detection and prevention; fulfilling warranty and service obligations; administering the customer relationship; security and logging; quality assurance; statistics and analysis; and developing and improving machines, software and services.

Data will not be used for purposes other than those compatible with applicable legislation.

4. PERSONAL DATA

In connection with the customer relationship and internet-connected machines, the Seller may process personal data.

This may include names, telephone numbers, email addresses, IP addresses and information generated in connection with service, support and administration.

Machine and operational data are generally technical data. If such data can be linked to an identified or identifiable natural person, they will be processed as personal data in accordance with the GDPR.

5. THE SELLER'S ROLE UNDER THE GDPR

The Seller is the data controller for personal data processed for the Seller's own purposes, including administration of the customer relationship, delivery, service, support, warranty, security and operation of the Seller's own systems.

Where the Seller processes personal data on behalf of the Customer and in accordance with the Customer's instructions, the Seller may act as a data processor.

Where the Seller acts as a data processor, the processing will be governed by a separate data processing agreement between the parties.

6. SOFTWARE PROVIDER

The Seller uses an external software provider to operate the systems that handle data from internet-connected machines.

The software provider acts as a data processor for the Seller to the extent that it processes personal data on the Seller's behalf.

Such processing is governed by a separate data processing agreement between the Seller and the software provider in accordance with the GDPR.

The Seller is responsible for ensuring that the necessary agreements and requirements are in place for the processing of personal data by relevant data processors and subprocessors.

7. WI-FI AND NETWORK INFORMATION

When establishing an internet connection, information about the Customer's Wi-Fi and network connection may be processed, including the SSID, connection details, network status and relevant router information.

Wi-Fi passwords are used solely for the purpose of establishing the connection.

8. MACHINE DATA

The Generation 2 systems generate technical machine and operational data, including system identification and configuration, programme information, start and end times, temperature data, status information, errors, alarms, connectivity data and technical logs.

When the machine is connected to the internet, relevant data are registered in the Seller's online system and made available to the Customer through the SystemLoq web application. Certain operating data may be updated during an active programme.

The volume and frequency of the data depend on the machine's use, configuration and activated functions and primarily consist of individual records relating to programme cycles and system events. Data retention is described in section 12. The Customer may contact the Seller at info@coloquick.com for further information or to request access to relevant data in a commonly used machine-readable format.

9. THE DATA ACT AND ACCESS TO MACHINE DATA

The Seller recognises the Customer's rights under applicable legislation, including the Data Act.

To the extent that data from the machine or related services are covered by the Data Act, the Customer shall have the rights provided by the legislation, including the relevant rights to access and use product data and related service data.

The Seller will make data available to the extent and on the terms required by applicable legislation.

Where data contain personal data, access to and disclosure of such data must take place in accordance with the GDPR and other applicable data protection legislation.

10. CUSTOMER ACCESS AND DISCLOSURE OF DATA

To the extent provided by the Data Act or other applicable legislation, the Customer may request access to relevant data or request that the data be made available to a third party.

The Seller may require the information and security measures necessary to ensure the lawful and secure disclosure of data.

11. THE SELLER'S AND AUTHORISED PARTNER'S USE OF MACHINE DATA

The Seller may access and use technical machine and operational data for purposes including the operation of online services, service and support, troubleshooting, quality assurance, statistics, analysis, product development, software improvements, machine optimisation and the development of new products and services.

The Seller shall not use non-personal machine data to derive insights about the Customer's economic situation, assets or production methods in a manner that could undermine the Customer's commercial position.

Subject to the Customer's authorisation during registration, the Authorised Partner may access data relating to the Customer's machine for the purposes of service, support, troubleshooting and advising the Customer on operational optimisation. The Authorised Partner's access is limited to customers and machines for which the partner provides sales, service or support.

The Customer may withdraw the Authorised Partner's access at any time by contacting the Seller at info@coloquick.com. Withdrawal may limit the Authorised Partner's ability to provide service, support and operational advice. It does not affect the Seller's processing of data where this is necessary to provide the online services, comply with legal obligations or fulfil the other lawful purposes described in these Data Terms.

Where possible and relevant, data will be used in anonymised or aggregated form for statistics, analysis, benchmarking and product development.

Anonymised data that can no longer be linked to an identified or identifiable natural person are not considered personal data under the GDPR.

12. DATA RETENTION

Data will be retained only for as long as necessary for the purposes for which they are processed, or for as long as continued retention is necessary or required under applicable legislation.

Different types of data may therefore be subject to different retention periods.

Information required solely for establishing the machine's internet connection or for technical troubleshooting may be retained for a shorter period.

Information required for purposes such as service, warranty, documentation, security or product development may be retained for a longer period where this is objectively justified and lawful.

13. DATA SECURITY

The Seller implements appropriate technical and organisational security measures to protect data against unauthorised access, loss, alteration, destruction or other unauthorised processing.

The Customer is responsible for the security of its own IT systems, networks, internet connections and user access.

14. REMOTE SUPPORT

In connection with service, support, troubleshooting and maintenance, the Seller and, where authorised by the Customer, the Authorised Partner may access relevant technical information from the machine.

Access shall be limited to the information necessary for the relevant service, support or advisory purpose.

Relevant information concerning access and activity may be logged for security and documentation purposes.

15. THE CUSTOMER'S RESPONSIBILITIES

The Customer is responsible for the information entered or otherwise made available by the Customer through the machine or online platform.

The Customer must ensure that it has the necessary rights and lawful basis to disclose personal data to the Seller where required.

The Customer must also ensure that employees and other users are informed about the processing of their personal data where required under the GDPR.

16. RIGHTS OF DATA SUBJECTS

Individuals whose personal data are processed by the Seller have the rights provided by the GDPR.

These may include the rights of access, rectification, erasure, restriction of processing, data portability and objection.

Enquiries relating to personal data may be directed to:

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Ulvevej 28
7800 Skive
Denmark

Company registration no.: DK-36705337

Tel +45 97 53 73 33
info@coloquick.com

17. PERSONAL DATA BREACHES

The Seller has procedures in place for handling personal data breaches.

If the Seller becomes aware of a personal data breach, it will be handled in accordance with the GDPR and any applicable data processing agreements.

18. CHANGES TO ONLINE FUNCTIONS

The Seller may continuously update, modify or improve software, online functions and technical solutions.

Changes may be necessary for reasons including security, legislation, technological developments, error correction, compatibility or improvements to functionality.

19. TERMINATION OF THE CUSTOMER RELATIONSHIP

Upon termination of the customer relationship, the Customer may, to the extent provided by applicable legislation, request access to or disclosure of relevant data.

Following termination, the Seller may delete or anonymise data when they are no longer required, unless continued retention is necessary or required under applicable legislation.

20. PRIVACY POLICY

The Seller's general processing of personal data is described in greater detail in the Seller's privacy policy in force from time to time.

The Seller's privacy policy is available at: https://calvex.dk/privatlivspolitik/

21. RELATIONSHIP WITH OTHER TERMS AND CONDITIONS

These Data Terms supplement the Seller's General Terms and Conditions of Sale, Delivery and Service.

In the event of any conflict concerning data processing, online connectivity or machine data, these Data Terms shall prevail. In all other respects, the General Terms and Conditions of Sale, Delivery and Service shall prevail, unless otherwise required by mandatory legislation.

These Data Terms do not alter the rights or obligations of the Customer or the Seller under the GDPR, the Data Act or other mandatory legislation.