

# Terms and conditions for sales and delivery of consultancy work and services

Applicable from 01.02.2018

**THIS DOCUMENT IS SUPERCEDED BY THE DANISH VERSION, REGARDLESS OF DIFFERENCES IN DATE OF ISSUE**

## 1. Introduction

### 1.1 Purpose and application of the Agreement

The provisions in this document are applied to consultancy work and assistance with consultant services (hereinafter referred to as 'the Service') as described in 3dbyggeri danmark ApS' (hereinafter referred to as 'the Consultant') offers, order confirmations or contracts. The 'Agreement' refers to these types of documents with annexes, if any. The documents have a reversed order of priority in relation to the abovementioned sequence (contracts supercede order confirmations, and order confirmations supercede offers).

The provisions apply to the legal relationship between the Consultant and the Customer as per the Agreement.

### 1.2 Scope of the Agreement

The Consultant must deliver the Service to the Customer in the manner and scope described in the Agreement.

No changes to the work may be begun without the Customer and Consultant giving written consent.

The Consultant provides the service as an independent business entity and there is thus no employer-employee relationship between the parties. The Consultant is not allowed to make agreements on behalf of the Customer or to act in any other way that obligates the Customer without a preceding written permission to do so.

## 2 Obligations

### 2.1 The Consultant's obligations

The Consultant must provide the Service in a professional manner without knowingly violating third party rights and must act in accordance with the prevailing legislation.

The Consultant manages the Customer's interests to the extent that these do not go against the requirements for the Consultant's professional standards. If such a situation occurs, the Consultant must inform the Client of the issue.

The Consultant must immediately inform the Customer if the Consultant expects a significant deviation from the Agreement's job description. The Consultant must at the same time state the reason for the deviation, the consequences of the deviation and how potential negative consequences of the deviation can be remedied or minimised.

The Consultant must, at own expense, ensure that there is everything that is necessary to provide the Service, including labour, equipment, tools and materials unless the parties have agreed otherwise in writing.

### 2.2 The Customer's obligations

The Customer must appoint an authorised contact person to manage, on behalf of the Customer, the relationship to the Consultant and the Agreement.

The Customer must, at own expense, give the Consultant access to personnel and information, and in addition, make decisions and provide services to the extent necessary to complete the Service.

### 2.3 Inspection and quality control of the Service

The Customer may, up to 2 weeks after delivery from the Consultant, inspect the Service and make requests for changes that the Consultant will carry out. Changes that are of a normal and reasonable nature are included in the Fee.

If the requested changes will lead to an adjustment of the Fee, the Customer is informed of this before work on making the changes is begun.

## 3 Fees and payment

### 3.1 Fees

In providing the Service, the Consultant receives a Fee on the basis of the Agreement.

The Customer is not obliged to pay for work carried out by the Consultant outside the scope of the Agreement's job description, unless the Customer has approved the work in writing before it is begun.

The Customer can change the job or the basis for it. If the change requires extra work, the Consultant has the right to receive an equivalent adjustment of the Fee and the schedule.

The Consultant's Fee only includes time spent on the Service and not the outlays that the Consultant incurs on behalf of the Client in connection with the completion of the Service, c.f. section 3.2.

Unless agreed otherwise in writing, prices will be adjusted by +2% every January 1 without further notice.

All prices are in DKK and excluding VAT.

## 3.2 Outlays

Transportation expenses are billed when carrying out work at the Customer's address. When driving, the rate is calculated according to the state's prevailing rates (2017: DKK 3.53 per km.). When using public transportation, billing is done based on the receipts.

Travel and accommodation costs, if any, are billed separately by invoice.

Outlays also include expenses for duplication of meeting minutes, notes, reports and the like.

Expenses for using IT hardware and software are reimbursed by agreement.

## 3.3 Payment

Unless otherwise specified in the Agreement, Agreements with a total value of less than DKK 15,000 excluding VAT are invoiced on delivery of the Service for review.

For Agreements with a total value of DKK 15,000 excluding VAT or more, 50% of the Fee is invoiced at the start of the work and 50% of the Fee when handed in for review.

In case the hand in for review is delayed due to factors relating to the Customer, the Consultant is entitled to invoice according to the original project schedule.

The payment is due in net cash within 8 days.

On late payments, interest penalties are applied in accordance with the Danish Overdue Payments Interest Act's provisions.

## 4 Copyright

Unless agreed otherwise, the ownership rights for material developed in connection with the Service provided to the Customer transfers to the Customer in accordance with the usual provisions of Danish law, including the Consolidated Act on Copyright. The ownership rights are passed to the Customer as the Fee is paid.

At the Customer's request, the Consultant must – at the Customer's expense – take actions that are reasonably necessary to ensure the Customer's ownership rights.

Unless the Customer notifies in writing that this is not allowed, the Consultant is, as a starting point, entitled to mention the Customer's name and the Service in addition to using illustrations from the Service as a reference in connection with marketing and sales-related efforts.

## 5 Confidentiality

The Consultant must keep any information gained from the Client in connection with the completion of the Service strictly confidential, and may not pass them on to 3rd parties or use them for any other purpose except the completion of the Service without the Customer's previous written consent.

The obligation above does not apply to information which is publicly accessible, is received from the Consultant in good faith from 3rd parties, is developed independently by the Consultant without use of the Customer's information or delivered in order to meet legal obligations.

The Customer is obliged to maintain full discretion in relation to special conditions and business secrets in the Consultant's company that the Customer may gain knowledge of through the Consultant's work for the Customer.

## 7 Responsibility

The Consultant is responsible for errors and oversights at the completion of the Service in accordance with the usual liability rules of Danish law, in that the Consultant's total responsibility cannot exceed the size of the Fee.

To the extent that nothing else is mentioned in Danish law's imperative rules concerning product responsibility, the following limitations apply: The Consultant is only responsible for damage caused by a service delivered by the Consultant to the extent that it can be proven at the damage was a result of the Consultant's grossly negligent or intentional act.

Besides instances described in section 8, one party shall not be responsible for the other party's indirect damages, losses, operational losses or lost profits that occur in relation to the Agreement, regardless of the cause of the loss or damage.

The Consultant is not responsible in so far as the following conditions prevent or significantly impair the Consultant's ability to fulfil the Agreement: Extensive disturbances to the work effort that is outside the control of the parties, for example, labour conflicts, disruptions to the normal communications, including radio and telecommunications, fires and force majeure events.

The Consultant's liability ceases one year after the conclusion of the Agreement.

## 7 Duration

### 7.1 Entry into force

Unless otherwise agreed, the Agreement enters into force from the date specified in the Agreement.

### 7.2 Duration of the Agreement

The Agreement ends when the Service is completed and delivered to the Customer, unless the Agreement is terminated or ended as described in section 8.

### 7.3 Time limits for the Service

The Consultant can request an extension of agreed-upon time limits when the completion of the service is delayed:

1. through changes to the job requested by the Customer,
2. if the Customer does not make decisions or present materials or services in the agreed-upon time limits,
3. in case of government impositions,
4. in the case of events that the Consultant is not in control over and the Consultant could not have reasonably foreseen.

The Customer can request an extension of time limits when the services or decisions of the Customer are delayed by:

1. government impositions,
2. events that the Customer is not in control over and the Customer could not have reasonably foreseen.

## 8 Postponement and termination

### 8.1 Postponement of the Service

If the completion of the Service is postponed after work has begun on it, and if the postponement is not due to factors relating to the Consultant, the Consultant is entitled to – besides Fees for the work completed before the postponement which is in accordance with the Agreement's job description – to demand payment for the expenses related to the postponement, including wages for superfluous manpower. The Consultant is obligated to limit the extent of these expenses as far as possible.

If the completion of the Service is postponed after work has begun on it, and if the postponement is due to factors relating to the Consultant, the Consultant is only entitled to the Fee for the completed work in accordance with the job description before the cessation occurred.

If the Service is resumed after being postponed, the Consultant is entitled to demand a fee for the work that is connected with the resumption of the Service.

### 8.2 Termination of the Service

If the Service is terminated, the Consultant has the right to get expenses covered as listed in section 8.1.

### 8.3 Breach of contract

Both parties can terminate the Agreement in writing if the other party fails to adhere to the Agreement or is guilty of such behaviour that the Service cannot reasonably be continued and if this party has neglected to correct the breach of contract/behaviour within 15 working days of having received a written notice of the breach of contract/behaviour.

On termination due to breach of contract, the Fees and responsibilities are the same as described in section 8.1.

### 8.4 Use of work-in-progress

If the Customer wishes to use the work-in-progress material completed by the Consultant before the postponement/cessation/termination, the Consultant is not liable for the continued use of the material, regardless of potential defects or omissions.

## 9 Deficiencies

If the Customer wishes to claim a deficiency, the Customer must immediately after the deficiency is or should have been discovered notify the Consultant in writing and state where the deficiency is and how extensive it is.

If the Customer has discovered or should have discovered the deficiency and do not notify as described above and in section 2.3, the Customer cannot at a later date seek remedy for the deficiency.

## 10 Disputes

Potential disputes between the parties that might occur in connection with the Agreement and which cannot be settled amicably are settled finally and bindingly by a competent court under Danish law, except in cases of conflict-of-law.