

## General Terms and Conditions - B&V SpetsCom

Effective as of 1 January 2021

### **1. Scope**

These General Terms and Conditions shall apply for all services agreements between B&V SpetsCom (hereinafter referred to as the Supplier) and the purchaser of B&V SpetsCom's services (hereinafter referred to as the Customer). Indicated individually, the Customer and the Supplier may also be referred to as a "Party" and, collectively, as "Parties".

1.1. These General Terms and Conditions may only be dispensed with by an explicit and written agreement between the Customer and the Supplier.

### **2. Offers and acceptances, including additional agreements**

2.1. The Supplier shall carry out the services either at an hourly rate applicable at any time for the Supplier covering the specific services conducted by the Supplier or on the basis of an offer submitted by the Supplier to the Customer.

2.2. The Customer shall - for the preparation of the offer - deliver a full presentation of the requested services including all aspects. As to translation services it is required that the complete source material is available and that the source material is available in a format that can be handled by the Supplier's translation tools.

2.3. If the Customer stipulates that the job shall be made in a computer program which is not in the possession of the Supplier, the program concerned shall be put at the Supplier's disposal by the Customer free of charge. The Supplier shall be entitled to stipulate that an agreed amount of money shall be paid by the Customer to the Supplier in order to cover the time spent by the Supplier to get acquainted with the program concerned.

2.4. A quotation submitted by the Supplier shall be effective for 30 (thirty) days. If the Customer should fail to accept the offer within the time limit stipulated above, the Supplier shall no longer be bound by the quotation. The quotation price shall only be considered as accepted by the Customer and thus binding for the Supplier at the time when the Customer's written acceptance has reached the Supplier.

2.5. In case the final material submitted by the Customer should turn out to be radically different from the originally submitted material, which constituted the basis of the quotation, the Supplier shall not be bound by the original quotation. In this case, the Customer may choose to maintain the agreement and pay the price following from the Supplier's new calculation and at the same time accept the new deadline estimated by the Supplier or choose to terminate the agreement, having the consequence that the Consumer shall be obliged to pay the fee stipulated in subsection 3.3.

### **3. Delivery, changes, and cancellation**

3.1. The Supplier is obliged to comply with agreed time limits, unless exempted from this obligation by specific liberating circumstances, including insufficient presentation made by the Customer or sudden illness of the Customer.

3.2. In case of any changes of the agreement caused by the Customer, a new delivery date and an additional fee is agreed upon, see subsection 2.5.

3.3. In case the Customer cancels the agreement, after the services having been accepted by the Customer - and not yet started by the Supplier - the Customer is obliged to pay a fee of 25% of the agreed price. If the task has been initiated by the Supplier, and this can be documented by the Supplier, a minimum of 50% of the agreed price shall be paid by the Customer.

#### **4. Remuneration**

- 4.1. The Supplier's fee is stipulated by use of the 3 following models: 1) an hourly rate according to the Supplier's at any time applicable hourly rate 2) a fixed offer price 3) in connection with translation services: a fixed word price, which regardless of changes and modifications to the character and volume of the task is maintained, with, however, an obligation on the Customer to pay an additional urgency fee of 40% of the word price, if the task by the Supplier has to be delivered urgently for reasons solely attributable to the Customer, or if requested by the Customer. In connection with urgent tasks including work in the evening, at night and over the weekend an additional fee of 40% is also added to the hourly fee of the Supplier. All price regulations must be agreed in writing between the parties.
- 4.2. The Supplier's prices are all indicated exclusive of VAT. The invoices issued by the Supplier have a stipulated payment period of normally 3 weeks (the credit time). In connection with major tasks spreading over two or more months, the Supplier reserves the right to invoice the work already carried out in partial phases which in a timely fashion is communicated to the Customer.
- 4.3. In the event of late payment, an interest rate of 0.70% per month and a penalty fee of DKK 100.00 will be applied.
- 4.4. For tasks which are cancelled by the Customer without this being objectively attributable to the Supplier see subsection 3.3.
- 4.5. The completed material made by the Supplier on behalf of the Customer shall remain the property of the Supplier until the Customer has fulfilled its payment obligations. In the event of non-payment, the Customer's right to use the material in any way shall cease immediately.

#### **5. Deficiencies and claims**

- 5.1. The Customer is responsible for carefully reviewing the material delivered by the Supplier ("the end product"). In case the Customer finds that the end product is deficient, the Customer shall claim a deficiency as soon as possible and at the latest within ten (10) calendar days from the delivery date of the material. If such a deficiency claim is not made within the time limit stipulated above the Customer shall forfeit its right to make any claims concerning the task in question.
- 5.2. Any claim made by the Customer must include a thorough description of the reason(s) for the claim and an exact indication of the nature of the deficiency(ies).
- 5.3. Deficiencies discovered and recognised in the end product must be rectified by the Supplier within 7 days from the recognition of the claim. The Customer shall not be entitled to use any other remedies in regard to the deficiencies. In case that the deficiencies are not rectified by the Supplier within the time limit stipulated above, the Customer shall be entitled to claim a proportionate reduction of the price.

#### **6. Liability for damages and indemnification**

- 6.1. The Supplier assumes no responsibility for consequential damages, including - but not limited to - trading losses, loss of profits, loss of data or any other indirect financial loss imposed on the Customer as a result of deficiencies in the end product or delay in delivery of the end product.
- 6.2. The Supplier shall solely be liable for direct losses, which can be attributed to deficiencies in the end product, or liability-incurring conduct displayed by the Supplier in accordance with the ordinary provisions of Danish law. As the Customer itself is obliged to conduct a thorough review of the end

product, see subsection 5.1, this liability for damages shall be solely limited to the price of the end product agreed between the Supplier and the Customer.

6.3. The Customer shall not in any way be entitled to claim damages if this claim is justified by the end product's lack of fulfilling its purpose if this purpose has not in an explicit manner been communicated by the Customer to the Supplier together with a specific indication of for example technical requirements for the product.

6.4. The Customer bears the sole responsibility for the material submitted to the Supplier, including its absolute non-infringement of any intellectual property rights or other property rights belonging to any third parties.

## **7. Intellectual property rights**

7.1. Any intellectual property rights developed and created by the Supplier in relation to the services made for the Customer shall remain the property of the Supplier, unless otherwise agreed by the parties.

7.2. The property right of the end product shall belong to the Supplier, until the Customer has fulfilled all its economic obligations relating to the services.

## **8. Termination**

8.1. The agreement between the Customer and the Supplier may be terminated with immediate effect if one or more of the following circumstances are present:

- If one of the parties is in material breach of its obligations.
- If the Customer becomes insolvent or in any other way does not fulfil its payment obligations according to what is agreed.
- If the Customer's instructions conflict with business ethics or in conflict with the Supplier's best interest.
- If circumstances of force majeure are present at one of the parties, see section 10.

## **9. Confidentiality**

9.1. The Supplier shall be obliged to treat all materials and information received by the Customer with confidentiality. The Supplier shall not in any way be entitled to disclose materials and information received by the Customer to any third party without prior written consent from the Customer. This confidentiality obligation shall also apply for the Customer in relation to the Supplier if the Customer during the Supplier's delivery of services should obtain information and materials about and from the Supplier which by nature can be characterized as being confidential.

## **10. Force Majeure**

10.1. Neither the Customer nor the Supplier shall be liable for faults or delays in their performance of their obligations if such faults and delays are due to circumstances beyond the influence and control of the party concerned. Such circumstances shall include each and all conditions which according to Danish law are covered by the force majeure-concept.

## **11. Personal Data**

11.1. As a vital and necessary part of being able to deliver its services, the Supplier collects certain factual information about the Customer, including company name, names of contact persons, email addresses, phone numbers etc. The Supplier is aware of the requirements of the applicable data protection laws, including the GDPR, and complies with these regulations. Besides the necessary information stipulated above, the Supplier neither collects nor receives any personal data, but

should such personal data be submitted to the Supplier in order to carry out the services, the data will be kept in the safest possible way in proportion to the security level that can be mobilised by the Supplier.

- 11.2. As a sole proprietorship the Supplier has not appointed any data protection officer (DPO), but the Customer can at any time contact the Supplier at [info@bv-spets.com](mailto:info@bv-spets.com) in order to receive information about which data on the Customer the Supplier is in possession of and under certain circumstances have this data rectified or deleted. The Supplier shall only be entitled to disclose personal data to third parties in order to comply with the applicable laws or in order to protect and defend its property rights or if the Customer has given its explicit and unambiguous consent to such a disclosure.
- 11.3. The Supplier's efforts to protect personal data, including the use of cookies, is thoroughly described in the Supplier's Policy for Data Protection, which can be found and downloaded on the Supplier's website: [www.bv-spets.com](http://www.bv-spets.com)

## **12. Amendments to these General Terms and Conditions and invalid provisions**

- 12.1. These General Terms and Conditions can be amended by the Supplier at any time and without prior notice by indicating the amendment date. Agreements entered into prior to the amendment date shall by nature be covered by the General Terms and Conditions applicable at the time of entering the agreement.
- 12.2. Should a provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected.

## **13. Applicable law and arbitration**

- 13.1. Any dispute between the parties shall be settled according to Danish law.
- 13.2. If the dispute cannot be settled amicably, the dispute shall be submitted to the court of Hjørring, acting as first instance.