

# STANDARD TERMS AND CONDITIONS

## 1. General provisions

Services supplied under these Standard Terms and Conditions must be of a quality corresponding to ordinary good quality in the industry and must be fit for and have a durability matching the customer's intended use. The deliverables must be free of defects, reservation of title and the like. The deliverables must not infringe any third-party rights, and the deliverables must comply with any applicable legislation.

These Standard Terms and Conditions are governed by Danish law, and any dispute in connection herewith must be settled before the customer's home court.

Notwithstanding the supplier's own conditions or standard terms and conditions, if any, such terms and conditions will not apply to supplies under these Standard Terms and Conditions. This applies regardless of whether the supplier's conditions or standard terms and conditions may be printed on any order confirmation or elsewhere.

Any derogation from these Standard Terms and Conditions will apply only if expressly agreed in writing between the customer and the supplier.

## 2. Guarantee

Provided that any requirements regarding the customer's IT environment are met and that the customer provides the agreed participation, the supplier guarantees that the software, maintenance services including upgrades and updates, if applicable, meet all requirements specified in the offer and according to the contract and good IT practice during the contract period. If this is not the case, the supplier must, without additional charge and within a reasonable time, deliver what is required for the correct execution of the contract.

## 3. Support

During the contract period, the supplier must offer support for the service within ordinary office hours.

## 4. Price

The price appears in annex 3 – Price list. The price is fixed for one year from the date the customer gained access to the service.

Price regulation thereafter takes place at the request of the party who wants the price regulated. Price adjustment can take place on the annual date on which the customer gained access to the service. The price adjustment must be notified to the other party no later than six months before the time of adjustment, incl. the updated prices. The party that receives notice of a price change must, no later than 30 days after receiving the written notice, announce whether the price change can be accepted. If the price change cannot be accepted, both parties have the option of terminating the agreement with effect from the time of the notified price change.

The price is exclusive of VAT but inclusive of delivery and any form of fees, taxes, duties, outlays, travel costs, copying, service, support, packaging, office expenses, etc.

## 5. Invoicing

Invoices must be issued electronically in compliance with the legislation on public payments etc. applicable from time to time.

## 6. Payment terms

The invoiced amount falls due for payment 30 days after electronic submission of a proper invoice.



## 7. Rights and Delivery

During the contract period, the customer has a right of use to the system as prescribed.

The supplier must ensure the necessary rights and permissions for the customer to use the software. The supplier is responsible for ensuring that the customer's use of the software does not infringe any third party's rights, including ownership or intellectual property rights. The supplier must indemnify the customer against any claim that may arise as a result of a violation of third party rights.

## 8. Labour clause

For the supply of services, the labour clause below applies.

The supplier must ensure that employees of the supplier and subcontractors, if any, who contribute to the performance of the contract are guaranteed wages (including special payments), hours of work and other conditions of labour which are not less favourable than those applicable to work of the same character pursuant to a collective agreement entered into by the most representative social partners in Denmark within the trade and industry concerned and which apply to the entire territory of Denmark. By "contribute to the performance of the contract" is meant work performed in Denmark for the purpose of performing the contract.

The supplier must ensure that employees of the supplier and subcontractors, if any, who contribute to the performance of the contract are informed of the terms of the labour clause.

The customer may at any time request relevant documentation showing that the employee's salary and working conditions meet the obligations under the labour clause.

The customer may request that the supplier, upon written demand, obtains relevant documentation, e.g. payslips, timesheets, payroll accounts or employment contracts, for the employees of the supplier and subcontractors, if any, within ten working days.

For the purpose of assessing whether the supplier or subcontractors have complied with the labour clause, the customer may seek advice from relevant employers' or workers' organisations.

If the supplier does not comply with the labour clause, it will constitute a breach of contract, and the supplier must immediately, at the request of the customer, take remedial action to ensure that the employees are fully compensated for the less favourable terms and absence of rights which the supplier or its subcontractors, if any, have offered the employees in connection with the supply.

The Customer can cooperate with other public authorities, bodies, or other suppliers on enforcement of this labour clause.

## 9. Liability in damages

The parties are liable in damages in accordance with the general rules of Danish law. In relation to agreements made on the basis of these Standard Terms and Conditions, neither the customer nor the supplier will assume liability for the other party's business interruption, loss of profit or other indirect loss.

## 10. Termination

Agreements made on the basis of these Standard Terms and Conditions may be terminated with three months' notice by the customer or supplier. The agreement must be terminated no later than three months before the annual date on which the customer gained access to the service, in order to take effect in the same year.

