

TECH-HUSET
GENERAL TERMS FOR DELIVERY OF
CONSULTANCY SERVICES
01.10. 2024

1. Purpose and scope of the agreement

This agreement sets out the detailed terms for Tech-Huset's provision of consultancy assistance to the customer, including rules for termination of the agreement and the consultant's responsibility in relation to the customer.

2. Scope of the consultancy assistance

Tech-Huset / the consultant's service consists of consulting assistance, the detailed content and scope of which is described in the service order entered between the parties. The customer must provide all necessary information and resources in a timely manner to ensure an optimal and efficient delivery of the consultant assistance.

3. The consultant fee

The agreed remuneration for the consultant's consultancy assistance may be based on an hourly price, the size of which appears in the general price list. The hourly price for this agreement is stated at the time of the agreement in the service order entered between the parties. The hourly rate can, at any time for the future, be adjusted with one month's notice to the end of a calendar month.

If the customer exceptionally wants work done outside normal working hours, i.e. in addition to normal working hours on weekdays, at the weekend or on public holidays, it must be agreed separately and invoiced as overtime work at a rate of the agreed hourly rate plus surcharge.

4. Transport and accommodation costs

The consultants' costs for transport, accommodation and consumption in connection with the execution of the work are invoiced separately according to the state's rates or corresponding to the actual expenses, cf. documentation. If the consultant's transport time exceeds one hour per day, the excess time consumption will also be invoiced at the agreed consultant hourly rate.

5. Invoicing and payment

Tech-Huset invoices the customer monthly, current month + 14 days, and when the task is completed.

If the customer wishes to object to a forwarded invoice, this must be done no later than 5 days after the invoice date. Payment must be made no later than 8 days after the due date. If payment is not received by Tech-Huset on time, late payment interest is added cf. Denmark's National bank's official lending rates per month calculated from the invoice date.

6. Termination of the agreement

The agreement is valid for both parties until the service order no specified consulting assistance is provided. In the event of the customer's significant breach of its obligations under this agreement, the consultant is entitled to stop the work and Tech-Huset can cancel the agreement for the future.

In the event of the consultant's significant breach of its obligations according to this entered agreement and service orders, the customer is entitled to cancel the agreement for the future with 30 days' notice, if the consultant does not immediately and before the above-mentioned deadline arrives the breach to cease. In the event of a delay in the delivery of services, this is not considered a material breach if the delay is less than 30 days in duration.

7. Customers responsibility

If the customer defaults on his obligations, the customer is obliged to compensate the consultant's losses, including costs incurred in vain and consulting hours.

8. Responsibilities of the consultant

The consultant can in no way be held responsible for matters that may be attributable to the customer's failure to fulfill its obligations under to this agreement.

Tech-Huset is responsible for the consultants used from time to time meet a good professional standard and are qualified to carry them out requested tasks.

The consultant cannot be held responsible for the failure of the service provided the desired value for the customer, that you do not achieve the desired results, or that the service otherwise does not have the assumed appropriateness. If the consultancy assistance provided by the consultant exceptionally e.g. must be described as deficient, this must be invoked within six months at the latest after the invoice date for the work being advertised.

In the event of deficiencies in the service, the consultant can choose whether to do so carry out a redelivery or subsequent delivery of the service provided, or whether you want to give the customer a proportionate refusal instead. The customer can do not exercise other powers, and the consultant cannot do so any form of compensation.

The consultant can in no case, regardless of the degree of negligence, be made responsible for indirect losses, including operating losses, lost profit, loss of data, loss of goodwill or the customer's costs for third party remediation. In the event that the consultant incurs liability for damages regardless of the above, the liability for damages will always be limited to the invoiced remuneration of the service order in question, however a maximum amount of DKK 100,000 per service order entered into.

9. Force majeure

Neither party can be held responsible for conditions that can be described as

force majeure, including but not limited to war, riot, insurrection, general strike, fire, natural disasters, pandemics, epidemics currency restrictions, import or export bans, suspension thereof ordinary traffic, interruption of or failure of energy supplies, long-term illness of key employees as well as the entry of force majeure with subcontractors.

If force majeure occurs, the affected party must notify the other party that a force majeure situation has occurred. The other party can then demand that the schedules be renegotiated. If a force majeure situation persists for more than 60 calendar days, shall each Party be entitled to terminate the Agreement with 30 calendar days' prior written notice to the other Party.

10. Confidentiality

In connection with the execution of the task, both parties will have access to confidential information and other confidential material with each other. Both parties guarantee that they themselves and their employees and subcontractors in any respect will treat the received information confidentially. This provision lasts indefinitely.

11. Choice of law and venue

Danish law also applies to this agreement. Disputes between the parties arising from this agreement or the consultant's services in general, must be brought before the district court in Kolding.

12. Changes

Any changes to the agreement can only be made in writing, either when drafting of a new service order or by a written and signed addendum to these terms.

