

# edgemo a/s' General terms and conditions of consultancy

## 1 Scope

- 1.1. edgemo a/s' General terms and conditions of consultancy supplement edgemo a/s' "General terms and conditions of sale and delivery" for any agreement regarding edgemo a/s' delivery of consultancies, implementation services, support and other consultancies.
- 1.2. The terms and conditions shall apply unless otherwise agreed in the written consultancy agreement.

## 2. edgemo a/s' services

- 2.1. edgemo a/s only performs the services stated in the written agreement. All services beyond these services are additional services for which edgemo a/s is entitled to charge extra costs.
- 2.2. edgemo a/s' consultancy services are performed within normal working hours, i.e. on weekdays 08.30 am - 4.30 pm, on Fridays till 3.30, except from holidays, 1 May, The Danish Constitution Day (5 June), 24 December and 31 December.

## 3. Delivery of services and delays

- 3.1. edgemo a/s is always and without justification entitled to extend the agreed time of delivery with up to 10 days.
- 3.2. Exceeding the extended time of delivery, stated in subsection 3.1, entitles the purchaser to agreed damages of 0,5% of the part of the purchase price agreed which covers the service affected by the delay for each whole week of the delay. The agreed damages may not exceed 5% of the purchase price agreed for the delayed service.
- 3.3. The purchaser is entitled to cancel the agreement in the event that edgemo a/s exceeds the extended time of delivery, cf. subsection 3.1 by more than 45 working days. In this case, the purchaser is only entitled to receive already paid fees and costs as regards the delayed service, and thus no other fees and costs, including expenses, training etc.
- 3.4. The purchaser is not entitled to claim other remedies for breach of the agreement as regards the delay.
- 3.5. If edgemo a/s' delay is caused by the purchaser's conditions or circumstances for which the purchaser is responsible, edgemo a/s' time of delivery will be postponed by the number of days equivalent to the delay, multiplied by 2, yet minimum 10 days.

## 4. Complaints and deficiencies

- 4.1. The purchaser must immediately perform a control of the received products and give prompt notice of any deficiencies found at the control. If the purchaser fails to give notice of the deficiencies, the purchaser will lose the right to give notice of deficiencies.
- 4.2. edgemo a/s' liability for deficiencies is in any respect limited to replacement or repair of deficiencies. To the extent that further liabilities might be imposed on edgemo a/s, edgemo a/s is under no circumstances liable for the purchaser's indirect loss, including loss of production, sales, profits, time or goodwill.
- 4.3. edgemo a/s undertakes no responsibility whether the purchaser's expectations are met unless edgemo a/s expressly has undertaken such responsibility.

## 5. The purchaser's commitment

- 5.1. The purchaser is to make facilities, equipment, staff, information etc. required for the performance of the service available free of charge.
- 5.2. The purchaser warrants edgemo a/s that edgemo a/s will not violate a third party's rights when using the purchaser's IT equipment.

**6. Consideration**

- 6.1. edgemo a/s' consideration is calculated on the basis of the time spent on performing the service, based on the list prices in force at any time, unless otherwise agreed in writing.
- 6.2. The purchaser pay all edgemo a/s's expenses incurred during the performance of the service, including travel expenses.
- 6.3. Work performed outside normal working hours, cf. subsection is 2.2, are paid at a double hourly rate.
- 6.4. All prices are excl VAT and other expenses.

**7. Intellectual property rights**

- 7.1. The full intellectual property rights occurring as a consequence of edgemo a/s' performance of consultancy services, including patents, design, brands and copyrights shall remain edgemo a/s' property.
- 7.2. The purchaser has a permanent, free of charge, yet not transferable license, to use all intellectual property rights occurring as a consequence of the performance of consultancy services for purposes coming under the purchaser's usual business area, or as separately agreed between the parties.

**8. Terms and conditions of payment**

- 8.1. Considerations, cf. subsection 6.1 and expenses cf. subsection 6.2, are invoiced to the purchaser in arrears every 14 days.
- 8.2. The payment terms are 8 days net from the invoice date.
- 8.3. If the payment terms are not met, the purchaser will be charged with a default interest of 2% for each month or part of a month.