

# Terms of business

## 1. Application

Mølbak Landinspektører A/S' (hereinafter Mølbak) terms of business apply to all client relationships, quotes, sale and deliveries.

## 2. Quotes

Written quotes are in effect for 30 days from the date of the quote unless any other validity is stated in the quote or agreed in writing in any other way between the client and Mølbak. All quotes are given on the condition that neither the client or the property in the quote are registered in RKI. The client cannot without the approval of Mølbak transfer quotes to a third party.

## 3. Orders

An order of services is binding if a written order confirmation from Mølbak or the client's written acceptance of a quote from Mølbak exists.

## 4. Terms of making changes to an order

If changes to an order are requested, this will trigger a new order confirmation as an addendum to the one in effect.

## 5. Terms of cancellation of orders

Should the client wish to cancel the order, payment has to be made for elapsed time as well as any expenses. The price of the cancellation will be stated in connection with the cancellation.

## 6. Client breach of contract

If the client is in breach of contract, the order will be cancelled, cf. item 5 above. It is considered client breach of contract if invoices on account are not paid on time. It is also considered breach of contract if the client either becomes registered in RKI or passes away/the company closes down.

## 7. Suggested prices

If no prices have been agreed in connection with either a quote or an order confirmation, any elapsed time will be invoiced in accordance with the Mølbak suggested prices. If during a case, further services are ordered that are in addition to the task description, such services will be settled with elapsed time in accordance with the Mølbak suggested prices unless otherwise stated in either the quote or the order confirmation.

## 8. The service

Details about the service and delivery are stated in the quote and/or the order confirmation or other descriptions from Mølbak.

## 9. Notice of breach

Notice of breach because of defects in Mølbak's services shall be made in writing within 10 calendar days from the date where the service is delivered.

## 10. Prices/payment

Prices are stated in DKK unless otherwise specified in the quote.

The price is excluding VAT unless otherwise specified by the quote.

Mølbak submits an invoice to the invoice address or email address as agreed with the client. The

terms of payment are stated on the invoice – standard terms of payment: Net cash +14 days.

Our fee will be invoiced on account per month or when our fee after elapsed time has surpassed DKK 10,000 just as our fee will be invoiced on account when the case is submitted to the Danish Geodata Agency.

Registration fees, fees to the Danish Geodata Agency and other public duties/fees will be invoiced before the case is submitted to the Danish Geodata Agency/registration.

If the invoice is not paid on time, Mølbak will charge interest on late payments from the due date of payment pursuant to the rules of the Danish Interest Act in force at any time.

Reservations are made as regards changes in public duties and fees.

## 11. Liability and limitation of liability

If a service provided by Mølbak causes death or personal injury to the client or a third party or damage to the client's or third party's property, Mølbak is solely responsible if it can be proven that the problem is caused by the service supplied by Mølbak staff or individuals that Mølbak is responsible for and only to the extent that such liability can be imposed in accordance with Danish law. Mølbak is not responsible for any operating losses, loss of profits or other indirect or derived losses. Mølbak is not liable for damages that the client can obtain protection against by taking out insurance. Furthermore, Mølbak's liability is limited to the size of the fee for any part of the task/service. Damages that the client wants to hold Mølbak accountable for shall be reported to Mølbak within 14 days after the problem's occurrence.

## 12. Insurance

Mølbak has taken out professional consultant liability insurance with TopDanmark.

## 13. Force majeure

The following circumstances will result in exemption from liability when they occur after the date as stated in the order confirmation or quote and prior to delivery of the service:

- a) Labour disputes and any other circumstance that is outside the controls of the parties such as fire, flooding, water damage, vandalism, theft, failing energy supply, war, terrorism or threats to this effect, mobilisation or unforeseen army call-up of a similar extent, ordering, seizure, currency restrictions, riots and unrest, lack of transport, ordinary shortage of goods, restriction of motive power as well as defects or delays in deliveries from subcontractors that are due to some of the circumstances as mentioned in this paragraph.
- b) It is incumbent upon the party who wants to invoke some of the issues mentioned above instantaneously to inform the other party in writing about the onset and cessation of the issues.
- c) If a justification defence does not end within a reasonable amount of time any of the parties are entitled to terminate the agreement by written notice to the other party.

## 14. Disputes

If any disagreement occurs between Mølbak and the client that cannot be resolved by amicable settlement, it must be resolved unless otherwise agreed in accordance with Danish legislation. Unless otherwise agreed, jurisdiction is the Copenhagen City Court.