

## TERMS OF BUSINESS

April 2022

### 1) Application

These terms of business apply to all offers, sales and deliveries. ABR18 also applies to this agreement, with the additions/changes mentioned below.

### 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 nor 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.

When Mølbak receives an additional order verbally, the resulting order confirmation applies unless the client immediately states any objections.

### 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 must 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.

### 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) 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.

### 9) Prices/payment

Prices are in DKK and are excluding VAT unless otherwise specified in 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. Mølbak's fee will be monthly invoiced on account, or when the fee after elapsed time has surpassed DKK 10,000. In addition, Mølbak's 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.

### 10) Administration fee

An administration fee of DDK 85,00 per invoice is ascribed.

### 11) Liability and limitation of liability

Mølbak's liability is in accordance with ordinary Danish law. However, Mølbak is not responsible for any operating losses, losses of profits, or any other indirect or derived losses.

In derogation from the provision in ABR 18 § 50, stk. 4, Mølbak's liability under this agreement is limited to 3 times the amount of the fee for each subtask/subservice. Mølbak is not liable when the injuries or losses are included in insurance which covers the injured party. Mølbak is not liable if the injuries or losses are not reported in writing to Mølbak within 14 days of the injury. This is for reasons of evidence preservation and Mølbak's insurance.

**12) Insurance**

In accordance with ABR18, § 8, Mølbak has taken out Professional Indemnity Insurance and Professional Consultancy Liability Insurance with Topdanmark.

The client must ensure that Mølbak is covered by Project Liability Insurance if it has been taken out. If an injury is covered by both Mølbak's and the client's insurance, the client's insurance will always take precedence.

**13) Disputes**

If any disagreement occurs between Mølbak and the client that cannot be resolved by amicable settlement, including mediation, it must be resolved in accordance with Danish legislation and at the Roskilde City Court unless otherwise agreed.