

## **TERMS OF SALE AND DELIVERY FOR PERITI APS**

*1<sup>st</sup> February 2021*

As a rule, Periti ApS (the supplier) VAT number DK35675663, delivers consultant hours to the customer and the time spend is invoiced to the anytime current rate. Eventual positive costs for driving, stay and consumption are also invoiced. Delivery of products happens by the agreed-upon price.

### **Estimation and offer**

By agreement of starting on a task, the customer describes this task and the supplier gives an estimate of the assumed time consumption.

The supplier is not bound by this estimate. After the start-up, the supplier will return to the customer if the estimate is not going to suffice.

With this in mind, the customer then has to decide whether or not the task shall be completed. The hours used by the supplier are invoiced even though the task is not completed.

If an offer is made on a task, it will stand for 30 days from the date it was offered. If the offer is accepted, the task is done within the scheduled deadline and price. Eventual changes or hindrance for the customer, that will change the prerequisites of the offer, are announced to the customer with specification of the supplier's changes, including the implication on the offered price.

### **Subcontractors**

If nothing else is explicitly agreed-upon, Periti can use subcontractors. These work under the same conditions as those that are agreed-upon between the supplier and the customer. However, the hourly rate can vary – by further agreement.

### **Cloud-based systems**

The supplier holds no responsibility for the functionality and operation, including updates on cloud-based systems of external suppliers.

This also includes changes in terms and functionality made by the external supplier.

The supplier will be of assistance to the customer regarding potential error tracing, against payment.

### **Subscriptions**

Potential subscriptions are settled every month according to the terms attached to the subscription and will be invoiced until they are terminated within correct notice.

There is no objection against subscriptions, as well as the customer is not able to withhold payment of these.

The customer must be aware of the number of users and whether potentially purchased functionality is correct.

### **Right of complaint**

If the provided service does not live up to the agreed-upon specifications, the customer must immediately file a complaint over these shortages, that means, the customer must provide and conduct own tests as soon as the task, or part of it, is finished. If eventual complaint are

not forwarded to the supplier by 30 days after the (sub)task is finished, the right of complaint is forfeit.

It is not possible to file complaint over standard software.

### **Exemption of liability**

The supplier does not hold an advisor responsibility towards the customer, including the fact that the supplier does not vouch for the customer's expectation of functionality in standard software.

Software, including programming, is not free of error, conflicts, interruptions or tolerance of error and therefore the supplier cannot vouch for this.

The supplier cannot become liable for compensation or proportional rejection that exceeds the contract sum for the task. The supplier disclaims the responsibility for indirect loss, consequential loss, loss of data and the restoration of the latter – no matter if the damage is caused by simple or rough negligence.

### **Prices**

Eventual agree-upon hourly rates can be changed with one month's notice to the end of a month.

The supplier can change this standard price the 1st of January.

### **Responsibility of the customer**

It is the customer's responsibility that the task is described correctly, that the correct systems are provided to the supplier, and also providing employees for the solution of the task at disposal. The customer has the responsibility for sufficient back-ups of programs and data, such as restoring these. If tasks are taking place at the customer's venue, beyond a few hours, the customer must provide an appropriate workplace for the supplier's consultants.

### **Payment**

The invoice is forwarded electronically to the customer, after the execution of the task.

Payment conditions are net ten days.

Eventual late payment will be charged a fee by dunning and there will also be charged 2% per month in interest from the date of invoice. Payment can happen in full discharge to the following Sydbank account with specification of invoice number: With DKK 7110-1850817, or with use of EURO use: IBAN DK6171100009424847, SWIFT SYBKDK22.

### **Personal data**

The supplier will, with the creation of the customer in the supplier's systems, ask for at least one contact person. Besides creation of the customer in the supplier's economic system, the customer will, as a rule, also be signed up for a newsletter and also be asked to connect on LinkedIn. Stored personal data are name, company, e-mail and telephone number.

### **Force Majeure**

Neither the customer nor the supplier are personally liable for violation caused by circumstances that the parties could not allow for when they entered into agreement, such as illness, difficulty in delivery, strike and lockout.

**Secrecy**

The parties respect the Danish marketing law §23 including keeping eventual trade secrets, materials et al. secret, also after the cooperation ends.

**Dispute**

Contracts are subject to Danish law and eventual disputes are in the attempt to be settled by negotiation, including judicial mediation.

The venue is in Horsens, Denmark.