

Standard Terms of Business for the Provision of Services

A. Contractual basis

1. These standard Terms of Business will apply to offers and contracts in connection with the performance of services.

1.2 Derogation from the provisions will apply only where it is clearly and explicitly stated at which times derogation is to take place.

2. The client's contract means his or her invitation to tender for services. The consultant's offer will be submitted on the basis of the information and requirements contained in the contract documents and these Terms of Business.

3. Agreement on the performance of services will be made in a written contract on the basis of contracts and offers accepted by the client.

3.2 The contract will contain provisions on all essential matters, including specification of the scope of services, fees and time frame.

3.3 The contract will contain an agreement on the person(s) in charge of the project and any contact persons with the client and the consultant. The client will state the names of the persons who are authorised to enter into supplementary agreements on variation of the services, or the performance of any additional services required by the client.

3.4 The client will be assumed to provide the consultant with all existing material of importance to the performance of services.

B. Performance of services

4. If the contract or the contractual basis does not provide sufficient guidance for the performance of services, the consultant will obtain the client's decision hereon.

5. The client may for his or her own account decide to establish a steering group and/or an expert reference group. The consultant is obliged to attend periodic meetings with such steering groups/reference groups to follow the progress of the services project.

6. The consultant is entitled to let all or any services be performed by other firms, just as the consultant may employ persons to perform the services.

6.2 The consultant is liable for the services of the sub-contracting consultant in the same way that applies to his or her own services.

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C. Variation of the services

7. The client is entitled to require variation of the services when necessary or in the ordinary course of the performance of the services. The consultant is entitled to carry out such variation, unless the client can establish specific reasons to justify that the commissioning party lets a third party perform the services.

7.2 Any demands by the parties to modify rates, time and other matters in connection with variation of the services must be specified in a written addendum. Additional services in connection with variation of the contract will be paid on an hourly basis according to time spent on the performance of the services, unless otherwise agreed between the parties.

7.3 Demands for variation must be in writing. The consultant must have reasonable time to reply whether he will perform the variation, and his terms for doing so, see 7.2.

D. Payment

8. Generally, payment will be in the form of either a firm price in connection with the offer submitted or as an hourly rate for the time spent on the performance of the services. The hourly rate or the firm offer must be specified in the contract.

8.2 In case of an hourly rate, the price includes payment only for the time spent on the services performed according to the hourly rates agreed. The client is obliged, in addition, to pay any expenses incidental to the performance of the services authorised or defrayed by the consultant on behalf of the client.

8.3 In case of a firm price, the price agreed will include all expenses incurred by the consultant. The client may demand an audit of the price only to the extent that the assumptions of the agreement or the services have been modified. Any expenses to be reimbursed by the client, in addition to the firm price, must be specified in the contract or subject to the reservations of the contract.

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9. If a firm price has been agreed, a time frame will be agreed, including a specification of instalments. The instalments will be made within 14 days of receipt of invoice.

10. In case of hourly rates, the consultant is entitled to payment once a month of any expenses or services already performed. The amount falls due within 14 days of receipt of invoice.

10.2 In case of hourly rates, when the services are handed over, the client may demand documentation for and specification of time spent and other expenses in relation to the consultancy performed.

11. Interest on debt will be charged from the due date at the rate of 1.5% per month or fraction of a month. If the client fails to pay amounts due within 8 days of receipt of written notice, the consultant is entitled to terminate the consultancy and regard this as a material breach of the contract.

12. The client may suspend all payments immediately in the event of the consultant's bankruptcy, suspension of payments, or negotiations with the creditors on compulsory arrangement.

13. Unless otherwise agreed, the amounts are exclusive of value added tax ('moms').

E. Time limits and extension of time

14. The client may demand an extension of time limits when services or decisions of which he is in charge are delayed due to events beyond his control and which he did not anticipate or should have anticipated when the agreement was concluded.

15. If a time limit has been set for the completion and handing-over of the project to the client, the consultant may demand an extension of the time limit if the client has demanded modifications of the services, and these modifications delay the completion of the project, or if the delay is otherwise caused by the client.

15.2 The consultant may demand an extension of the time limit for reasons of delay beyond the control of the consultant, and which he did not anticipate or should have anticipated when the agreement was concluded.

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F. Services completion and handing-over procedure

16. The services will be deemed to have been completed when they reach the client.

16.2 However, within three weeks after the completion of the services, the client may convene a meeting for the handing-over procedure. The consultant is bound to remedy any defects ascertained on that occasion. The client must by written notice state on which defects he intends to rely.

16.3 Defects which are not ascertained and claimed to be remedied at the handing-over procedure cannot be relied on by the client at a later time.

16.4 The consultant will have a reasonable time limit to remedy any defects. The fixing of the time limit should consider the nature and scope of the defects and other matters.

16.5 After remedy of the defects, the services will be deemed to have been finally completed.

G. Data, copyright and publication

17. The consultant is obliged to treat in discretion and confidence any particular conditions and trade secrets which may come to his knowledge during his performance of services.

18. The consultant has copyright to any material prepared by the consultant in connection with the project. The client is entitled to use the material to the extent which has been contemplated in relation to the usual activities of the client.

19. The consultant may not, without the consent of the client, publish material in full or in part. The client will brief the consultant prior to the publication of the material prepared.

19.2 No part of the material prepared may be published without the name of the consultant or the enterprise, and section 3 of the Act on Copyright must be respected (droit de respect and droit pater-nite).

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H. Breach

20. In the event of material breach, the injured party is entitled to exercise a remedy for breach, including, but not limited to, the termination of the contract and claim for damages under the general provisions of Danish law.

I. Disputes and governing law

21. Contracts will be governed by Danish law.

22. The parties should seek to settle any disagreements on the contract, its performance or interpretation by negotiations. If no agreement can be reached by the parties, and if arbitration is not agreed by the parties, see 22.2-22.4, the dispute must be heard in a Danish court of law.

22.2 If the parties agree that the dispute is to be settled by arbitration, 22.3 and 22.4 will apply.

22.3 The arbitration will include three members. Each party appoints an arbitrator within 30 days from the decision for arbitration. In addition, before ten days, the arbitrators will appoint a chairman. If no agreement on the appointment of a chairman can be made, the chairman will be appointed by the president of the Danish Institute of Arbitration. The arbitration tribunal will then decide the dispute under current law and determine the rules for the handling of the case, in accordance with the general principles of the Administration of Justice Act.

22.4 The arbitration tribunal also decides the distribution of the expenses incurred by the arbitration tribunal in the handling of the case.

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