

# General Terms and Conditions of Business of IncluDoc ApS

This document contains the general terms and conditions of business that apply to cooperation and trading with IncluDoc ApS.

## 1. Contractual basis

- 1.1 Contractual basis. These General Terms and Conditions of Business apply to all oral and written agreements and contracts concluded between IncluDoc ApS, central business registration (CVR) number: DK 39 23 23 24 (hereinafter referred to as the Business) and the Customer regarding services relating to document accessibility.
- 1.2 Amendments and addenda. Amendments of and addenda to the contractual basis are only valid if agreed in writing by the Parties.
- 1.3 E-mail. E-mail is regarded as a written medium and as being in writing. This applies to all provisions of the General Terms and Conditions of Business which mention written or in writing.

## 2. Services

- 2.1 The Business' obligations. The Business supplies the services specified in the Parties' agreement and its appendices. Such documents may be price estimates, quotations or contract documents – depending on the scope of the project.
- 2.2 The Customer's obligations. The Customer must make all necessary and relevant material available for the Business' performance of the task and provide the Business with all information necessary for the task.
- 2.3 Standards. It is the Business' responsibility that the services comply with the standards applicable from time to time for document accessibility issued by the relevant authority, unless otherwise agreed by the Parties in writing.

## 3. Prices and payment

- 3.1 Price. The Business will forward a written quotation for all orders. All prices are exclusive of VAT.
- 3.2 Rush fee. A rush fee of +100 percent is payable for tasks that are to be completed within 24 hours or tasks where the Customer requires the Business to reprioritise tasks for other customers. Any rush fee applicable will appear from the price estimate/quotation and the contract, if relevant.
- 3.3 Payment. The Customer must pay all invoices for services not later than eight (8) days after receipt of the invoice, unless otherwise agreed by the Parties in writing.

## 4. Overdue payments

- 4.1 Interest. If the Customer fails to make punctual payment of an invoice for services for reasons not due to failure of due performance by the Business, the Business is entitled to charge interest on the overdue amount, such interest being the default interest applicable from time to time according to the Danish Interest on Overdue Payments Act.
- 4.2 Termination for breach. If the Customer fails to pay an invoice that is due for payment within 14 days after having received a written demand for payment from the Business, the Business is, in addition to interest according to Clause 5.1 above, entitled: (i) to cancel the sale of the services which the delay concerns, (ii) to cancel the sale of services not yet delivered to the Customer or demand prepayment in advance and/or (iii) claim other remedies for breach.

## 5. Quotations, orders and order confirmations

- 5.1 Quotations. Quotations from the Business are open for acceptance for ten (10) days after the date of the quotation, unless otherwise stated in the quotation. Acceptance of a quotation received by the Business after the expiry of the deadline for acceptance is not binding on the Business, unless the Business notifies the Customer otherwise.
- 5.2 Orders. The Customer must place orders for services with the Business in writing.

- 5.3 Order confirmations. The Business will endeavour to send a written confirmation or rejection of an order for services to the Customer not later than two (2) weekdays after receipt of the order. Confirmations and rejections of orders must be in writing in order to bind the Business.
- 5.4 Change of orders. The Customer cannot change an order placed for services without the Business' written acceptance.
- 5.5 Conflicting terms and conditions. If the Business' conformation of an order for services is not consistent with the Customer's order or the contractual basis, and the Customer does not wish to accept the Business' terms and conditions, the Customer must notify the Business in writing within three (3) weekdays after receipt of the order confirmation. If the Customer fails to do so, the Customer will be bound by the order confirmation.

## 6. Delivery

- 6.1 Delivery time. The Business will supply the services not later than at the time stated in the Business' order confirmation. The Business is entitled to deliver before the agreed time of delivery, unless the Parties have agreed otherwise.
- 6.2 Inspection. The Customer must inspect all services upon delivery. If the Customer finds a defect or lack of conformity in which regard the Customer wishes to make a claim, the Customer must immediately notify the Business. If the Business is not immediately notified in writing of a defect or lack of conformity which the Customer has discovered or ought to have discovered, the Customer cannot subsequently make a claim on account of such defect or lack of conformity.

## 7. Late delivery

- 7.1 Notice. If the Business is expecting a delay in the delivery of the services, the Business must notify the Customer and at the same time state the cause of the delay and a new expected time of delivery.
- 7.2 Termination for breach. If the Business fails to deliver the services not later than two (2) days after the agreed time of delivery and this is not due to failure of due performance by the Customer, the Customer may cancel the order(s) affected by the delay without notice by notifying the Business thereabout in writing. The Customer will not have any other rights in case of late delivery.

## 8. Liability

- 8.1 Liability and limitation of liability. Each party is liable for its own actions and omissions according to applicable law, subject to any limitations according to the contractual basis and the limitations listed below, which shall apply irrespective of whether the basis of liability is negligence or otherwise.
  - 8.1.1 The liability in damages is limited to an amount that cannot exceed the amount of the agreement that gave rise to the claim.
  - 8.1.2 The Business does not under any circumstances assume liability for indirect losses or consequential losses, including loss of profit, loss of goodwill, loss of production, loss caused by products and services delivered by the Business not being suitable for the envisaged use, loss on account of agreements with third parties being cancelled or breached or loss due to data or information disappearing, being distorted or the like, unless intent or gross negligence can be proven on the part of the Business.
  - 8.1.3 The Business cannot be held liable for the contents of the product delivered. When the Customer has approved the product for publication, the Business is not liable for defects, lack of conformity or any unforeseen consequences of the use of the product/delivery. The Customer is exclusively liable for the further use of the product.

- 8.1.4 If an event that gives rise to liability can be attributed to defective services from a third party, the Customer cannot claim damages from the Business.
- 8.1.5 The Business cannot be held liable for storing source files, links and other products once the product has been delivered, unless otherwise specifically agreed.
- 8.2 Force majeure. Irrespective of any provisions to the contrary in the contractual basis, the Business is not liable to the Customer in case of non-performance of obligations, if such non-performance is due to force majeure. The exemption from liability for non-performance applies for the duration of the force majeure situation. Force majeure is defined as circumstances beyond the Business' control and which the Business ought not to have anticipated when the agreement was concluded. Examples of force majeure include unusual natural conditions, war, terror, fire, flood, vandalism, strike, lock-out, power failure, illness, failure of third-party services or supplies (including telecommunications and network providers).

## 9. Intellectual property rights

- 9.1 Ownership. The Business has full ownership of all intellectual property rights that arise in connection with the Business' performance of services, including patents, designs, trademarks and copyrights.
- 9.2 Licence. The Customer has a transferable licence of indefinite duration and free of charge to exploit all intellectual property rights that arise in connection with the Business' performance of services for purposes that are within the Customer's usual business area or have been specifically agreed between the Parties.
- 9.3 Infringement. The Business is not liable for any delivered services' infringement of third-party intellectual property rights, unless such infringement is intentional. To the extent the Business is faced with a claim that services delivered infringe third-party intellectual property rights, the Customer must indemnify the Business, unless such infringement is intentional.

## 10. Confidentiality

- 10.1 The Business. The Business and the Business' employees are under an obligation to keep information received by the Customer and the Customer's business confidential during the project as well as after its completion. Upon the Customer's request, a separate non-disclosure agreement will be signed.
- 10.2 The Customer. Similarly, the Customer may not disclose or use or enable others to use the Business' trade secrets or other information, regardless of its nature, that is not in the public domain.
- 10.3 Duration. The Parties' obligations apply during the Parties' cooperation as well as indefinitely after termination of the cooperation, irrespective of the cause of such termination.

## 11. Applicable law, mediation clause and forum

- 11.1 Applicable law. The Parties' cooperation is in all respects governed by Danish law.
- 11.2 Mediation clause. The Parties undertake to solve any disputes by negotiating a solution with the assistance of an independent mediator appointed by the Danish Mediation Institute ([www.mediationsinstituttet.dk](http://www.mediationsinstituttet.dk)).
- 11.3 Forum. If the Parties cannot find an amicable solution within a reasonable time, but not more than six (6) weeks, the Parties may bring the matter before the Danish courts of justice.



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