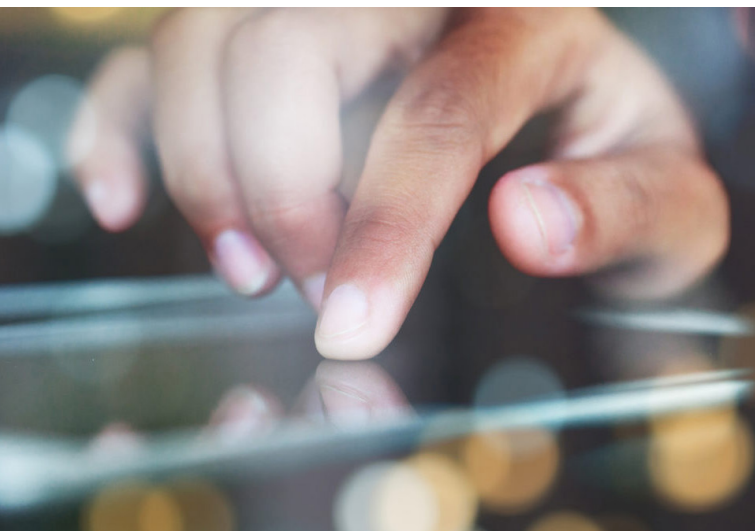


# TERMS OF BUSINESS



## **Contractual basis**

Unless otherwise agreed in writing, these terms of business apply to all matters not directly referred to in a contractual basis, a contract or a cooperation agreement. All agreements are concluded according to the applicable "General Conditions for Consulting Services" (ABR 18).

## **Performance of the assignment**

IT34's services are in accordance with the contractual basis that describes the services agreed. The delivery time is stated roughly and is non-binding unless otherwise has been specifically agreed.

## **Liability**

According to ABR 18, IT34 is liable under the ordinary compensation rules of Danish law for errors and omissions in the solution of the assignment.

It should be noted that IT34 is only liable for damage occurring in connection with work undertaken by IT34 when it can be established that the damage is due to lack of required professional skills or care. In no event can IT34 be made liable in damages for business interruption, loss of profits or other similar indirect losses. The professional liability of advisers is limited to three times the fee. IT34 is insured with Landinspektørernes gensidige Erhvervsansvarforsikring LgE (the mutual general liability insurance of the Land Surveyors).

In order to provide our services, IT34 may use servers and data from public and private data suppliers (hereinafter "Third Parties").

If a Third Party offers data via IT34's service, the use of these data is subject to the conditions of the Third Party in question. IT34 is therefore exempt from all liability in connection with the use of Third Party data.

## **Fees and disbursements**

IT34 issues invoices based on time spent and disbursements paid unless otherwise agreed.

## **Payment**

Terms of payment are net 14 days from the invoice date. In the case of delayed payment, interest is calculated according to the provisions of the Danish Interest Act.

## **Communication**

IT34 usually communicates by e-mail. All data transmitted to IT34 by e-mail will be stored electronically.

## **Ownership in prepared material**

Digital data and copies thereof sent on a hard medium (hard-disk, flash memory or CD/DVD), by e-mail or by file sharing (FTP site or the like) belongs fully to IT34 until payment of the invoice for data has been made.

## **Disputes**

Reference is made to ABR 18. If it is agreed to resolve a disagreement between the parties to the contract through a survey report, an application to this effect must be made to the Danish Arbitration Board for Building and Construction in Copenhagen.

## **Appeal procedures**

Customers of practicing land surveyors may appeal the assignments or fees of the land surveyors. Guidance on appeal procedures is found at the website of the association of practicing land surveyors, [here](#).